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TRANSCRIPT OF RECORD.

SUPREME COURT OF THE UNITED STATES.

No. 857.

H. G. ANGLE, APPELLANT,

VS.

THE NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

FILED NOVEMBER 29, 1875.

Jno Clifford to write

SUPREME COURT OF THE UNITED STATES.

No. 857.

H. G. ANGLE, APPELLANT,

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THE NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY.

APPEAL FROM THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF IOWA.

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1, 2, 3, 4, 5, 6 Pleas in the circuit court of the United States of America for the district of Iowa, at a term thereof begun and holden at the United States court-room in the city of Des Moines, in the State of Iowa and district aforesaid, on the second Monday of October, it being the twelfth day of October, A. D. 1874, before the Hon. John F. Dillon, United States circuit judge for the eighth circuit, and Hon. James M. Love, United States district judge for said district of Iowa.

7 Be it remembered that heretofore, to wit, on the sixth day of May, A. D. 1872, the Northwestern Union Packet Company, by its attorneys, Messrs. Nourse & Kauffman, filed in the office of the clerk of the United States circuit court for the district of Iowa a transcript in a certain cause wherein H. G. Angle was complainant and the Northwestern Mutual Life-Insurance Company was defendant, which said transcript is in the words and figures following, to wit:

8 THE STATE OF IOWA,
Linn County, ss:

Pleas before the district court of Iowa, at a term begun and holden in the county of Linn, on this 18th day of March, 1872, before the Hon. James H. Rothrock, judge of the eight' judicial district of the State of Iowa.

H. G. ANGLE, PLFF.,
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Company et al. } Equity.

Be it remembered that heretofore, to wit, on the 22d day of January, 1872, a petition was filed in the office of the clerk of the district court in and for the county of Linn, in words and figures following, to wit:

H. G. ANGLE, PLAINTIFF,
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Company, Ætna Insurance Company
9 of Hartford, Connecticut, & Phœnix Insurance Co. of Hartford, of Connecticut, defendants.

The above-named plaintiff states to the court as follows:

1st. That prior to March last past and up to the present time the defendant, Northwestern Mutual Life-Insurance Company, a corporation existing under and by virtue of the laws of the State of Wisconsin, and then and now transacting business in the State of Iowa, by virtue of the laws thereof, its principal place of business being at the city of Milwaukee, in the State of Wisconsin, and was then and now is carrying on business in the State of Iowa, as a life-insurance company and in the business of loaning money on real-estate security in said State of Iowa.

2nd. That on or about the 1st day of May last past, this plaintiff negotiated a loan from the said first-named defendant, through its duly-authorized agent in Iowa, C. W. Copeland, who then was an agent for the said first-named defendant in the State of Iowa, whereby the said

Northwestern Mutual Life-Insurance Company, through its said agent, agreed to loan this plaintiff the sum of ten thousand dollars, pay-
10 able three years after the date thereof, with interest at ten per cent. per annum, payable semi-annually on the first day of January and July in each year, all payable at the office of said first-named defendant, in the city of Milwaukee aforesaid; that the said loan was to be secured by a bond and mortgage on the real estate hereinafter mentioned, and of which this plaintiff was seized in fee; that in pursuance thereof this plaintiff duly executed said bond for the said sum of ten thousand dollars, payable to the said first-named defendant in manner & form as aforesaid, and at the same time this plaintiff duly made and executed a mortgage to secure the payment of the said bond, whereby plaintiff sold and conveyed to the said Northwestern Mutual Life-Insurance Company the following-described premises situate in the county of Linn, and State of Iowa, to wit:

Lots No. eight, (8,) nine, (9,) and ten, (10,) in block No. thirty-three, (33;) lot No. two, (2,) in block No. twenty-four, (24;) lot No. six, (6,) and the northeast forty (40) feet of lot No. (7,) seven, in block No. sixteen, (16,) all in Cedar Rapids, as known and designated upon the recorded plat thereof, which said mortgage was duly acknowledged and
11 afterwards duly recorded amongst the records of town-lot mortgages in the recorder's office of Linn County, Iowa, as by reference to the said mortgage (a copy of which is hereto annexed) will more fully appear, that plaintiff is unable to set out or annex a copy of the said bond, for the reason the same is in the possession of the first-named defendant at their office in the city of Milwaukee aforesaid.

3rd. That in the negotiation of said loan it was also agreed that two certain policies of fire-insurances which plaintiff at that time held and owned on the improvement on the above-described real estate, to wit: Five thousand dollars in the "Ætna Insurance Company of Hartford, Connecticut," and five thousand dollars in the "Phœnix Insurance Company of Hartford, Connecticut," should as additional and further security for the payment of the said ten thousand dollars be so assigned or changed that the losses, if any, should be payable to the first-named defendant; that in pursuance thereof plaintiff caused the said two policies to be made payable, if any loss accrued, to the said first-name' defendant.

4th. That the said bond and mortgage were dated on the 12th
12 day of May, 1871; that on the day of the date thereof this plaintiff duly delivered the said bond mortgage and the said policies of insurance to the said C. W. Copeland as agent for the Northwestern Mutual Life-Insurance Company, and duly and fully d*one* and performed every matter and thing by him to be done performed for the completion of the said loan and for the security of the payment thereof; that all of the said securities *and* still held and claimed by the said first-named defendant.

5th. That since the delivery of the said bond, mortgage, and policies of insurance to the said first-named defendant he has often and repeatedly demanded the payment to him of the said sum of ten thousand dollars, but hitherto the said Northwestern Mutual Life-Insurance Company has neglected and refused, and still doth neglect and refuse, to pay the same or of any part thereof to plaintiff, whereupon plaintiff avers that the entire consideration for the said bond, mortgage, and transfer of said policies of insurance has entirely failed, and that this plaintiff has never received any value or consideration therefor.

6th. Plaintiff further states that the said "Ætna Insurance
13 Company of Hartford, Connecticut," and the said "Phœnix Insurance Company of Hartford, Connecticut," are both corporations existing under and by virtue of the laws of Connecticut, and both were at the time of the issuing of the policies hereinbefore referred to and now are transacting business of fire-insurance in the State of Iowa, under and by virtue of the laws thereof, and are both necessary parties to the full and complete determination of this suit.

He therefore prays that both be made party defendants herein.

Wherefore inasmuch as this plaintiff has no adequate remedy at , he asks the aid of this honorable court in the premises, and prays the judgment, order, and decree of this court, as follows:

That upon the final hearing hereof the said bond and mortgage be declared null and void, and of no effect; the said bond ordered to be delivered back to plaintiff; the said mortgage canceled of record, and the said two policies of insurance declared null and void and of no effect, so far as the said Northwestern Mutual Life-Insurance Company is concerned or interested, and that the same be delivered back to
14 plaintiff, or that in default thereof, after such time as may be fixed by this honorable court, that the said mortgages be cancelled of record under the order and direction of this court, and that the said two last-named insurance companies be ordered and decreed to issue to plaintiff each a new policy in lieu and place of the ones so declared null and void, and that during the pendency of this suit, and during the time so fixed for the delivery of same back to plaintiff, and until such new policies are delivered to the plaintiff, that if any losses accrue under and by virtue of the said policies or either of them, that the same be ordered and decreed to be paid to this plaintiff only; and for costs of this suit as against the said Northwestern Mutual Life-Insurance Company, and for such other or further relief in the premises as to this court may seem agreeable to equity and as the necessity of this case may seem to require.

I. N. WHITTAM, &
I. M. PRESTON & SON,
Attorneys for Plaintiff.

STATE OF IOWA,
County of Linn, ss:

15 I, H. G. Angle, being duly sworn, do say that I am the plaintiff in the foregoing petition; that I have heard the same read; am fully acquainted with the contents of the same, and I believe the statements thereof to be true.

H. G. ANGLE.

Signed by the said H. G. Angle in my presence, and by him duly sworn to before me, January 22d, 1872.

Witness my hand and seal, notarial.

[SEAL.]

I. N. WHITTAM,
Notary Public in & for Linn Co., Iowa.

This indenture, made the first day of May, in the year of our Lord one thousand eight hundred and seventy-one, between H. G. Angle and Sarah A. Angle, his wife, of Cedar Rapids, Linn County, State of Iowa, parties of the first part, and the Northwestern Mutual Life-Insurance Company, party of the second part, witnesseth that the said party of the first part, for and in consideration of the sum of ten thousand ($10,000) dollars to them in hand paid, the receipt whereof is
16 hereby acknowledged, have granted, bargained, and sold, and by

these presents do grant, bargain, and sell unto the said party of the second part, and to its successors and assigns, forever, the following real estate lying and being in the county of Linn and State of Iowa, and known and described as follows, viz: Lots No. eight, (8,) nine, (9,) and ten, (10,) in block No. thirty-three, (33;) lot No. two, (2,) in block No. twenty-four, (24;) lot six, (6,) and the northeast forty (40) feet of lot No. seven, (7,) in block No. sixteen, (16,) all in Cedar Rapids, Linn County, Iowa, together with the privileges and appurtenances to the same belonging, and all of the rents, issues, and profits which may arise or be had therefrom, to have and to hold the same to the said party of the second part, its successors and assigns, forever. And the said H. G. Angle, for himself, his heirs, executors, administrators, and assigns, covenants with the said party of the second part, its successors and assigns, to keep the building or buildings now standing, or which may hereafter be erected on the above-described premises, insured against loss or damage by fire in some solvent incorporated insurance
17 company, so long as the moneys hereby secured shall be unpaid to the amount of at least ten thousand ($10,000) dollars, and to assign and keep assigned to the said party of the second part, its successors and assigns, the policy or policies of such insurance, and in case of failure to keep or continue such insurance and assignment of the policy or policies thereof, that the said party of the second part, its successors or assigns, may effect an insurance to the amount aforesaid, and the premium and expenses of such insurance shall be immediately paid to the said party of the second part, its successors or assigns, and shall, unless so paid, be added to and deemed part and parcel of the moneys secured hereby, and that the said parties of the first part, at the time of the ensealing and delivering of these presents, are the true, lawful, and right owners and proprietors of the said premises above described, and every part thereof, and are seized of a good, sure, and perfect and indefeasible estate of inheritance therein, in fee-simple; that they have good right, full power, and lawful authority to grant, bargain,
18 sell, and convey the said premises, and every part thereof, to the said party of the second part, in manner and form aforesaid; that the said premises are free and clear from all taxes, liens, and encumbrances whatsoever; and that the said parties of the first part will ever warrant and defend the same to the party of the second part, its successors, representatives, and assigns, against all claims whatsoever: Provided, always, that these presents are upon this express condition, that if H. G. Angle, one of the said party of the first part, his heirs, executors, or administrators, shall pay or cause to be paid to the said party of the second part, its successors or assigns, the just and full sum of ten thousand ($10,000) dollars at the expiration of three (3) years from the date of these presents, with interest thereon until paid at the rate of ten per cent. per annum, payable semi-annually on the first day of January and of July in each and every year, both principal and interest payable at the office of said company, in the city of Milwaukee, in the State of Wisconsin, and shall on or before the first day of May,
19 in each and every year, procure and deliver to said company, at its office in the said city of Milwaukee, duplicate receipts of the proper officers, for the payment of all taxes levied or assessed on said premises for the preceeding year, according to the condition of a bond bearing even date herewith executed by H. G. Angle, one of said parties of the first part, to the said party of the second part, and shall moreover pay annually to the proper officers all taxes which shall be assessed on the said real estate, and if the said H. G. Angle, his heirs, executors,

administrators, or assigns keep such insurance as is above mentioned, and keep the policy or policies thereof assigned as aforesaid, then these presents, and the said bond or written obligatory, shall cease and be null and void; but in case of the non-payment of any sum of money (either of principal, interest, insurance-money, or taxes) at the time or times when the same shall become due, agreeably to the condition of these presents, or of the aforesaid bond or any part thereof, or in case of any neglect or refusal to keep said building insured, or
20 the policy or policies assigned as aforesaid, then, in such case, the whole amount of said principal sum shall, at the option of the said party of the second part, its successors, representatives, or assigns, be deemed to have become due, and the same with interest thereon at the rate aforesaid shall thereupon be collectable in a suit at law or by foreclosure of this mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur as aforesaid, and it shall be lawful in such case for the said party of the second part, its successors, representatives, or assigns, to grant, sell, and convey the said real estate with the appurtenances thereto belonging at public auction, or vendue, and on such sale to make and execute to the purchaser or purchasers, his, her, or their heirs, and assigns, forever, good and sufficient deeds of conveyance in the law, pursuant to the statute in such case made and provided, and in case of the foreclosure of this mortgage the said parties of the first part, for themselves, their heirs, representa-
21 tives, and assigns, covenant and agree that they will pay to the said party of the second part, its successors, representatives, or assigns, in addition to the taxable costs in the foreclosure suit, reasonable and customary solicitors' fees.

In witness whereof the said parties of the first part have hereunto set their hands and seals the day and year above written.

H. G. ANGLE. [SEAL.]
SARAH A. ANGLE. [SEAL.]

Signed, sealed, and delivered in presence of—
C. W. COPELAND.
S. B. GANITT.

[Int. rev. stamp, $10. H. G. Angle, May 1, 1871.]

STATE OF IOWA,
Linn County, ss:

Be it remembered that on this 12th day of May, A. D. 1871, before the undersigned, a notary public in and for said county, personally came the said H. G. Angle and Sarah A. Angle, his wife, to me personally known to be the identical person' whose names are affixed to the foregoing instrument as grantors, and they acknowledged the same
22 to be their voluntary act and deed, and the said Sarah A. Angle, on a private examination by me, apart from her said husband, acknowledged that she relinquished all right of dower, and all other rights in and to the above-described premises, and that she executed said mortgages without compulsion from her said husband or any one.

Witness my hand and notarial seal hereto affixed the day and year first above written.

[NOTARIAL SEAL.]

W. C. BLAKE,
Notary Public, Cedar Rapids, County of Linn, State of Iowa.

Filed for record May 25th, 1871, at 3 p. m.

JOHN J. DANIELS.

STATE OF IOWA,
Linn County, ss:

I hereby certify that the foregoing is a true and correct copy of a mortgage which is of record in said county of Linn, State of Iowa, and duly recorded in vol. 3, on pages No. 397, and records of said
23 county, of which I am the custodian.

Given under my hand this 23d day of November, A. D. 1871.

JOHN J. DANIELS, *Recorder.*

And afterwards, to wit, on the 22nd day of January, A. D. 1872, there was filed in the office of said clerk an original notice, which is in the words and figures following, to wit:

STATE OF IOWA,
Linn County, ss:

To the Northwestern Mutual Life-Insurance Company, Ætna Insurance Company of Hartford, Connecticut, and Phœnix Insurance Company of Hartford, Connecticut:

You are hereby notified that on or before the first day of February, A. D. 1872, there will be filed in the office of the clerk of the district court of Iowa in and for the county of Linn, a petition of H. G. Angle, asking that a certain bond and mortgage, dated May 1st, 1871, for the sum of ten thousand dollars, with interest as therein stated, and
24 executed by the said Angle to the above first-named defendant, be declared null & void, the said bond cancelled and given up, and said mortgage canceled of record; also, that policy No. 333, to said Angle, from the second-named defendant, and policy No. 2377, to said Angle, from the last-named defendant, each for five thousand dollars, the losses in both policies, if any, payable to the first-named defendant, be declared null and void as to first-named defendant, and all its rights therein; that the same be delivered back to said Angle, or, in default thereof, that the last two named defendants cancel*ed* said policies, and issue to said Angle other policies therefor; and for general relief in the premises.

And unless you appear thereto, and defend, before noon of the second day of the March term, A. D. 1872, of said court, to be begun and holden at the court-house in Marion, in said county and State, on the 25th day of March, A. D. 1872, default will be entered against you, and judgment rendered thereon.

I. N. WHITTAM AND
I. M. PRESTON & SON,
Attys. for Plaintiff.

Sheriff's return endorsed on notice.

25 Received this notice, for service, on the 21st day of December, A. D. 1871, and I hereby certify that on the 23d day of the same month and year, at the city of Davenport, in the county of Scott and State of Iowa, I served the same on the defendant Northwestern Mutual Life-Insurance Company, by reading the same to I. S. Martin, the State general agent of the said defendant for Iowa, in his presence and hearing, and at the same time and place delivering to him a true copy thereof, the said defendant being located at Milwaukee, in the State of Wisconsin.

Dated at Davenport, Scott County, Iowa, December the 23d, A. D. 1871.

GUST. SCHRISTGEN,
Sheriff of Scott County, Iowa.

Sheriff's fees, $1.00. Paid by I. N. Whittam, plaintiff's atty.

And afterwards, to wit, on the 22nd day of January, A. D. 1872, there was filed in the office of said clerk an original notice, which is in the words and figures following, to wit:

STATE OF IOWA,
Linn County, ss:

26 To the Northwestern Mutual Life-Insurance Company, Ætna Insurance Company of Hartford, Connecticut, and Phœnix Insurance Company, Hartford, Connecticut:

You are hereby notified that on or before the first day of February, A. D. 1872, there will be filed in the office of the clerk of the district court of Iowa in and for the county of Linn, a petition of H. G. Angle, asking that a certain bond and mortgage, dated May 1st, 1871, for the sum of ten thousand dollars, with interest as therein stated, and executed by the said H. G. Angle to the first-named defendant, be declared null and void, the said bond cancelled and given up, and said mortgage canceled of record; also, that policy No. 333, to said Angle, from the second-named defendant, and policy No. 2377, to said Angle, from the last-named defendant, each for five thousand dollars, the losses in both policies, if any, being payable to the first-named defendant, be declared null and void as to the first named, and all its rights therein; that the same be delivered back to said Angle, or, in default thereof, that the last
27 two named defendants execute to the said Angle new policies therefor, and the said two policies canceled; and for general relief in the premises.

And unless you appear thereto, and defend, before noon of the second day of the March term, A. D. 1872, of said court, to be begun and holden at the court-house in Marion, said county and State, on the 25th day of March, A. D. 1872, default will be entered against you, and judgment rendered thereon.

I. N. WHITTAM &
I. M. PRESTON & SON,
Attys. for Plaintiff.

Endorsement on notice.

STATE OF WISCONSIN,
Milwaukee County, ss:

I, John S. McDonald, being duly sworn, do depose & say that on the 26th day of December, A. D. 1871, at the city of Milwaukee, in said county, I served the within notice on the within-named corporation, "The Northwestern Mutual Life-Insurance Company," by delivering a true copy thereof personally to, and leaving the same with, John H. Van Dyke, esq., the president of said corporation, and at the
28 same time reading said notice to him.

Fees, $2.00.

JOHN S. McDONALD.

Subscribed & sworn to before me this 28th day of December, 1871.
[SEAL.]
T. B. ELLIOTT,
Notary Public, Mil. Co., Wis.

We hereby accept service of this notice, having received a copy thereof this day, dated at Milwaukee this day of A. D. 1871.

And afterwards, to wit, on the 22nd day of January, A. D. 1872, an original notice was filed in the office of said clerk, which is in the words and figures following, to wit:

STATE OF IOWA,
Linn County, ss:

To the "Northwestern Mutual Life-Insurance Company," "Ætna Insurance Company of Hartford, Connecticut," and "Phœnix Insurance Company of Hartford, Connecticut."

You are hereby notified that on or before the first day of February, A. D. 1872, there will be filed in the office of the clerk of the district court of Iowa in and for the county of Linn, a petition of H. G.
29 Angle, asking that a certain bond and mortgage, dated May 1st, 1871, for the sum of ten thousand dollars, with interest as therein stated, and executed by the said H. G. Angle to the first above-named defendant, be declared null and void, the said bond canceled and given up, and said mortgage canceled of record; also, that policy No. 333, to said Angle, from the second-named defendant, and policy No. 2377, to said Angle, from the last-named defendant, each for five thousand dollars, the losses in both policies, if any, being payable to the first-named defendant, be declared null and void as to the first-named defendant, and all its rights therein; that the same be delivered back to the said Angle, or, in default thereof, that the last two named defendants execute to the said Angle new policies therefor, and the said two policies canceled; and for general relief in the premises.

And unless you appear thereto, and defend, before noon of the second day of the March term, A. D. 1872, of said court, to be begun and holden at the court-house in Marion, said county and State, on the 25th day of March, A. D. 1872, default will be entered against you, and judgment rendered thereon.

30 I. N. WHITTAM AND
I. M. PRESTON & SON,
Attorneys for Plff.

Endorsement on notice.

We hereby accept service of this notice, having received a copy thereof at Cedar Rapids, Iowa, December 2nd, 1871.

ÆTNA INS. CO. OF HARTFORD,
By WEST & EASTMAN,
Agents.
PHŒNIX INS. CO. OF HARTFORD,
By WEST & EASTMAN,
Agents.

And afterwards, to wit, on the 15 day of March, A. D. 1872, there was filed in the office of said clerk an original notice, which is in the words and figures following, to wit:

STATE OF IOWA,
Linn County, ss:

To the "Northwestern Mutual Life-Insurance Company," Ætna Insurance Company of Hartford, Connecticut," and "Phœnix Insurance Company of Hartford, Connecticut."

You are hereby notified that on or before the first day of February,

A. D. 1872, there will be filed in the office of the clerk of the dis-
31 trict court of Iowa in and for the county of Linn, a petition of H. G. Angle asking that a certain bond & mortgage, dated May 1st, 1871, for the sum of ten thousand dollars, with interest as therein stated, and executed by the said H. G. Angle to the first above-named defendant, be declared null and void, the said bond canceled and given up, and said mortgage canceled of record; also, that policy No. 333, to said Angle, from the second-named defendant, and policy No. 2377, to said Angle, from the last-named defendant, each for five thousand dollars, the losses in both policies, if any, being payable to the first-named defendant, be declared null and void as to the first-named defendant, and all its rights therein; that the same be delivered back to said Angle, or in default thereof, the last two named defendants execute to the said Angle new policies therefor, and the said two policies cancelled; and for general relief in the premises.

And unless you appear thereto, and defend, before noon of the second day of the March term, A. D. 1872, of said court, to be begun and holden at the court-house in Marion, said county and State, on the 25th
32 day of March, A. D. 1872, default will be entered against you, and judgment rendered thereon.

I. M. WHITTAM AND
I. M. PRESTON & SON,
Attorneys for Plaintiff.

Endorsement on notice.

Received this notice, for service, on the 13th day of December, A. D. 1871, and I hereby certify that, on the 13th day of the same month and year, at the city Davenport, in the county of Scott, and State of Iowa, I served the same on the defendant, "Northwestern Mutual Life-Insurance Company," by reading the same to I. T. Martin, the State general agent of the said defendant, by reading the same to him, in his presence and hearing, and at the same time and place delivering to him a true copy thereof, the said defendant being located at Milwaukee, in the State of Wisconsin.

Dated at Davenport, Scott County, Iowa, December the 13th, A. D. 1871.

GUSTAVUS SCHRUITUGER,
Sheriff of Scott County, Iowa.

Sheriff's fees, $1.00. Paid by plaintiff's atty., I. N. Whittam. By Louis Feid, deputy.

33 And afterwards, to wit, on the 24th day of January, A. D. 1872, there was filed in the office of said clerk an affidavit, which is in the words and figures following, to wit:

Affidavit for publication.

In the district court of the State of Iowa, in and for Linn County.

H. G. ANGLE, PLAINTIFF,
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Company et al., defendants.

STATE OF IOWA,
Linn County, ss:

I, I. N. Whittam, on oath depose and say that I am one of the attor-

neys for the plaintiff in the above-entitled ; that the matters herein stated are of my own personal knowledge; that this action is brought to set aside a mortgage on real estate situated in the county aforesaid; that personal service of the original notice in this case cannot be made upon the said "Northwestern Mutual Life-Insurance Company," one of the defendants within this State.

I. N. WHITTAM.

Signed by the said I. N. Whittam in my presence, and by him
34 duly sworn to before me, this 2nd day of Janurary, A. D. 1872.

H. J. HARVEY,
Justice of the Peace in and for Linn Co., Iowa.

I, I. N. Whittam, attorney for the plaintiff, named in the foregoing affidavit, do hereby determine that the original notice in the within-named cause of action be published as required by law, in the Cedar Rapids Times, a newspaper published weekly in the city of Cedar Rapids, county of Linn, and State of Iowa.

I. N. WHITTAM.

And afterwards, to wit, on the 25th day of March, A. D. 1872, there was filed in the office of the clerk of the said court a motion, which is in the words and figures following, to wit:

In the district court of Linn County, State of Iowa.

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INS. CO. et al. } No. 2579. Ch.

And now come defendants and move to set aside the default
35 rendered in this cause, and for cause of motion shows:

1. That said default was rendered before defendants were in default & before the time defendants were notified to appear and answer.
2. Said default is a surprise on defendant's irreperable injury, as shown by affidavit on file.
3. Defendant has been guilty of no fault or negligence in the premises.

NOURSE & KAUFFMAN,
Attys. for Deft.

In the district court of Linn County.

H. G. ANGLE
vs.
THE NORTHWESTERN INSURANCE CO. ET AL. } 2579. Ch.

I, C. C. Nourse, being duly sworn according to law, do depose and say that defendants are non-residents of the State of Iowa; that defendant, The Northwestern Mutual Insurance Company, is the real party in interest in the cause; that copies of notices, marked "Exhibit A" & "B," hereto attached, were duly forwarded to affiant by the said
36 company, with a request to attend this court and enter an appearance in this cause, and defend the rights of deft. in the premises; that affiant has been put in possession of the documents and papers pertaining to this case, and from an examination of the cause is satis-

fied that defendants have a meritorious defense to this suit; that said defense is, in substance, that the Northwestern Insurance Company paid over the ten thousand dollars in controversy to the agent of plaintiff, upon the written request of said plaintiff; that said defendants have acted in good faith, and intended in good faith to defend this suit. Affiant states that he has come to Marion to-day to attend to the defense of said cause, and until his arrival here had no knowledge or intimation, and is satisfied that his clients, until after default, have had no knowledge or intimation, of any change in the law fixing the time of this session of this court.

Affiant further states that during the month of January his partner was confined to his bed by sickness, and that affiant was part of the time absent from home, and part of the time also confined to his room by sickness, and through press of business, & by reason of ill health,
37 has not read the newspapers to any considerable extent & had no intimation of any change of the court in this dist.; that affiant does not reside in this judicial dist., but at Des Moines, Iowa, and relied upon the notice in this case for information as to the setting of this court and the time for pleading.

C. C. NOURSE.

Subscribed and sworn to by C. C. Nourse before me this 25th day of March, A. D. 1872.

H. J. McKEAN,
Clrk D. C.

A.

STATE OF IOWA,
Linn County, ss:

To the Northwestern Mutual Life-Insurance Company, Ætna Insurance Company of Hartford, Connecticut, and Phœnix Insurance Company of Hartford, Connecticut:

You are hereby notified that on or before the first day of February, A. D. 1872, there will be filed in the office of the clerk of the district court of Iowa, in and for the county of Linn, a petition of H. G. Angle, asking that a certain bond and mortgage, date, May 1st, 1871, for
38 the sum of ten thousand dollars, with interest as therein stated, and executed by the said Angle to the above first-named defendant, be declared null and void, the said bond canceled and given up, and said mortgage canceled of record; also that policy No. 333 to said Angle from the said named defendant, and policy No. 2377 to said Angle from the last-named defendant, each for five thousand dollars, the losses in both policies, if any, payable to the first-named defendant, be declared null & void, as to first-named defendant, and all its rights therein; that the same be delivered back to said Angle, or in default thereof that the last two named defendants cancel said policies and issue to said Angle other policies therefor, and for general relief in the premises; and unless you appear thereto and defend, before noon of the second day of the March term, A. D. 1872, of said court, to be begun and holden at the court-house in Marion, said county and State, on the 25th day of March, A. D. 1872, default will be entered against you, and judgment rendered thereon.

I. N. WHITTAM &
39 I. M. PRESTON & SON,
Attys. for Plaintiff.

EXHIBIT B.

STATE OF IOWA,
Linn County, ss:

To the Northwestern Mutual Life-Insurance Company, Ætna Insurance Company of Hartford, Connecticut, Phœnix Insurance Company of Hartford, Connecticut:

You are hereby notified that on or before the first day of February, A. D. 1872, there will be filed in the office of the clerk of the district court of Iowa, in and for the county of Linn, a petition of H. G. Angle, asking that a certain bond and mortgage, dated May 1, 1871, for the sum of ten thousand dollars, with interest as therein stated, and executed by the said H. G. Angle to the first above-named defendant, be declared null & void, the said bond canceled and given up, and said mortgage canceled of record; also that policy No. 333 to said Angle from the second-named defendant, and policy No. 2377 to said Angle from the last-named defendant, each for five thousand dollars,
40 the losses in both policies, if any, payable to the first-named defendant, be declared null & void as to the first-named defendant, and all its rights therein, that the same be delivered back to the said Angle, or in default thereof the last two named defendants execute to the said Angle new policies therefor, and the said two policies canceled, and for general relief in the premises; and unless you appear thereto and defend, before noon of the second day of the March term, A. D. 1872, of said court, to be begun and holden at the court-house in Marion, said county and State, on the 27th day of March, A. D. 1872, default will be entered against you, and judgment rendered thereon.

I. N. WHITTAM, AND
I. M. PRESTON & SON,
Attorneys for Plaintiff.

And afterwards, to wit, on the 25th day of March, A. D. 1872, there was filed in the office of the clerk of said court an original notice, which is in the words and figures following, to wit:

41 STATE OF IOWA,
Linn County, ss:

To the Northwestern Mutual Life-Insurance Company, Ætna Insurance Company of Hartford, Connecticut, and Phœnix Insurance Company of Hartford, Connecticut:

You are hereby notified that on or before the first day of February, A. D. 1872, there will be filed in the office of the clerk of the district court of Iowa, in and for the county of Linn, a petition of H. G. Angle, asking that a certain bond and mortgage, dated May 1st, 1871, for the sum of ten thousand dollars, with interest therein as stated, and executed by the said H. G. Angle to the first above-named defendant, be declared null and void, the said bond canceled and given up, and said mortgage canceled of record. Also that policy No. 333, to said Angle from the second-named defendant, and policy No. 2377, to said Angle from the last-named defendant, each for five thousand dollars, the losses in both policies, if any, being payable to the first-named defendant, be declared null and void as to the first-named defendant,
42 and all its rights therein, that the same be delivered back to the said Angle, or, in default thereof, the last two named defendants execute to the said Angle new policies therefor, and the said two policies canceled, and *and* of general relief in the premises.

And unless you appear thereto and defend, before noon of the second day of the March term, A. D. 1872, of said court, to be begun and holden at the court-house in Marion, said county and State, on the 25th day of March, A. D. 1872, default will be entered against you and judgment rendered thereon.

I. N. WHITTAM,
I. M. PRESTON & SON,
Attorneys for Plaintiff.

Affidavit of publication.

STATE OF IOWA,
County of Linn, ss:

I, L. M. Ayers, being duly sworn, on my oath do say that I am one of the proprietors and publishers of the Cedar Rapids Times, a newspaper issued weekly and printed at Cedar Rapids, in said county of Linn; that the notice of which the annexed printed copy, taken from the files
43 of said newspaper, is a copy, was inserted and published in said newspaper in the issues of Jan. 25th, Feby. 1st, 8th, and 15th, A. D. 1872, and that the reasonable fee for publishing said notice is $.

L. M. AYERS.

Subscribed by the above-named L. M. Ayers in my presence, and by him sworn to before me at Cedar Rapids, Linn County, Iowa, on this 26th day of March, A. D. 1872.

Given under my hand and notarial seal.

[SEAL.]

I. N. WHITTAM,
Notary Public.

And afterwards, to wit, on the 26th day of March, A. D. 1872, there was filed in the office of the clerk of the district a petition, which is in the words and figures following, to wit:

District court of Linn Co., Iowa.

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INSURance Company, Ætna Ins. Co., Hartford, Conn., and Phœnix Ins. Co., Hartford, Conn.

44 To the district court of Linn County, State of Iowa:

And now come the defendants in the above-entitled cause and represent to the court that the defendant, the Northwestern Mutual Life-Insurance Company, was, at the date of the commencement of this suit, and ever since has been, and now is, a citizen and resident of the State of Wisconsin, and that defendants, the Ætna Ins. Co. of Hartford, Conn., & Phœnix Ins. Co. of Hartford, Conn., were, at the date of the commencement of this suit, and ever since have been, and now are, citizens and residents of the State of Connecticut; that this action is now pending in the district court of Linn County, State of Iowa, and the matter in dispute exceeds the sum of five hundred dollars in value, inclusive of costs.

And the defendants further show that they have, and file in this court as part of this petition, an affidavit, as required by the act of Con-

gress of the U. S., approved March 2d, 1867, entitled "An act to amend an act entitled 'An act for the removal of ca'ses, in certain cases, from
45 the State *from the State* court,' approved July 27, 1866." And defendants file this their petition praying for the removal of this suit into the next circuit court of the United States to be held in and for the district of Iowa, and *he* herewith offers the surety required by the above-entitled act.

NOURSE & KAUFFMAN,
Attorneys for Petition's Defts. in above cause.

And afterwards, to wit, on the 26th day of March, A. D. 1872, there was filed in the office of said clerk an affidavit, which is in the words and figures following, to wit:

In the district court of Linn County, State of Iowa.

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Co., Ætna Insurance Company, Hartford, Connecticut, Phœnix Insurance Co., Hartford, Conn.

I, John H. Van Dyke, being duly sworn according to law, do depose and say that I am the agent of the defendant, The Northwestern Mutual Insurance Company, and hold the office of president in
46 said company, and as such officer and agent am as fully acquainted with the facts herein stated and alleged as any other officer or agent of defendant, and I do depose and say that the defendant, The Northwestern Mutual Life-Insurance Company, was, at the date of the commencement of this suit, and ever since has been and now is, a citizen and resident of the State of Wisconsin, being a body-corporate organized under the laws of said State, and having its principal place of business therein. And I further state that the defendant, the Ætna Insurance Company of Hartford, Connecticut, and the defendant, The Phœnix Insurance Company of Hartford, Connecticut, were at the time of the commencement of this suit, and ever since have been, and now are, citizens and residents of said State of Connecticut, being bodies-corporate organized under the laws of said State, and having their principal place of business in said State. And I further depose and say that the plaintiff, H. G. Angle, was, at the date of the commencement of this suit, and ever since has been, and now is, a citizen and resident
47 of the State of Iowa; that the above-entitled suit is now pending in the district court of Linn County, in the State of Iowa, and that the matter in dispute exceeds in value the sum of five hundred dollars, exclusive of costs; and affiant further states that he has reason to believe, and does believe, that from prejudice and local influence defendant will not be able to obtain justice in this court.

JOHN H. VAN DYKE.

THE STATE OF WISCONSIN,
Milwaukee County, ss:

The foregoing affidavit was subscribed and sworn to before me by John H. Van Dyke this 27th day of Feburary, 1872. Witness my hand and official seal this 27th day of February, 1872, at the city of Milwaukee, in said county.

[SEAL.]

FRANCIS BLOODGOOD,
Commissioner for Iowa, Resident at Milwaukee, Wisconsin.

And afterwards, to wit, on the 26th day of March, A. D. 1872, there was filed in the office of said clerk a bond, which is in the words and figures following, to wit:

48 Know all men by these presents that we, the undersigned, are indebted to H. G. Angle in the penal sum of five hundred dollars, upon the following condition, to wit:

Whereas the said Northwestern Mutual Life-Ins. Co. et al. are parties to a suit now pending in the district court of Linn County, State of Iowa, wherein H. G. Angle is plaintiff, and said insurance co. & others are defendants; and whereas the said defendants have filed their proper petition and affidavit in said cause, praying a removal and transfer of the same from the said district court of Linn County, Iowa, to the circuit court of the United States for the district court of Iowa, at the next term thereof, to be begun and holden at Des Moines on the of May, A. D. 1872: Now if the said defendants, upon the granting of *his* said application aforesaid, shall duly enter in the said circuit court of the United States for the said district of Iowa, on or before the first day of the next term thereof, aforesaid, copies of all processes, pleadings, and other papers and record pertaining to said suit,
49 as required by law in such cases made and provided, then this obligation to be void, otherwise in full force and virtue.

Witness our hand this 5th day of March, A. D. 1872.

W. H. GOUDY.
A. R. KNOTT.

THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
By NOURSE & KAUFFMAN, *Attorneys.*

STATE OF IOWA,
Linn County, ss:

We, W. H. Goudy and A. R. Knott, whose names are signed to the above as security, being duly sworn according to law, do say that we are citizens and residents of Linn County, State of Iowa; that we are freeholders in said State of Iowa, and that we are each worth the amount of the penalty of the above bond over and above all debts and liabilities, exclusive of property exempt from execution.

W. H. GOUDY.
A. R. KNOTT.

Subscribed and sworn to before me by W. H. Goudy and A. R. Knott on this 5th day of March, 1872.

[SEAL.] N. W. McKEAN,
Notary Public.

50 The above bond approved in open court this 26th day of March, 1872.

JAS. H. ROTHROCK, *Judge.*

Record entry.

In district court, Linn County.

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Co. et al. } No. 2579.

And now, this cause comming on for hearing, upon the motion of defend'ts to set aside the default heretofore granted, and the court being

advised in the premises, sustains said motion, it is therefore ordered and adjudged that the default be set aside.

And this cause comming on to be heard further, upon the petition and affidavits of defendants, for a change of this cause to the jurisdiction of the circuit court of the United States, and the court being fully advised in the premises, and the defendant' having offered bond with security to the satisfaction of this court, said security is approved, and it is ordered that said cause be removed into the circuit court of the United
51 States, and that defendant' enter a transcript of the proceedings herein, and all process into and pleading on the first day of the next term of said circuit court, to be holden at the city of Des Moines, and that all further proceedings in this cause in this court shall cease.

52 *Fee-bill.*

1872. Jany. 24th.	Clerk, docket-fee	$1 50		
"	" taxing costs	50		
"	" 3 affidavits	75		
" March term.	" filing petition for removal of cause	1 50		
"	2 order	50		
"	" transcript of record & papers	13 00		
				$17 75
Sheriff of Scott Co. on notice, (paid Whittam)		$1 00		
" McDonald, Milwaukee		2 00		
" Scott Co.		1 00		
Publication fee, L. M. Ayers		6 00		
				10 00
Total				$27 75

53 STATE OF IOWA,
Linn County, ss:

I, Andrew J. McKean, clerk of the district court of the State of Iowa in and for said county, do hereby certify that the above and foregoing is a correct transcript of the record in above-entitled cause & fee-bill as fully as the same remains on file and of record in my office.

SEAL OF THE DISTRICT COURT OF LINN COUNTY, IOWA. In witness whereof I have hereunto set my hand and affixed the seal of said court at Marion, this 12th day of April, A. D. 1872.

ANDREW J. McKEAN, *Clerk.*

(Endorsed:) H. G. Angle vs. The Northwestern Ins. Co. Transcript. Filed May 6, 1872. George B. Corkhill, clerk.

54 Afterwards, to wit, on the 21st day of May, the same being of the May term, A. D. 1872, of said court, there appears in the records of the proceedings thereof, in said cause, the following entry, to wit:

United States circuit court, district of Iowa.—May term, 1872, Tuesday, May 21, 1872.

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL INSURANCE COMpany et al. } No. 317. Eq.

This cause comming on for hearing, plff. appears by I. N. Whitam and

I. M. Preston and Son, and defendant by Nourse & Kauffman, and it is ordered that defendant answer herein by the rule-day in July.

55 Afterwards, to wit, on the 28th day of June, A. D. 1872, said defendant, by its said attorneys, filed in said clerk's office its answer in said cause, which said answer is the words and figures following, to wit:

56 In the circuit court of the United States, dist. of Iowa.

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INS. CO. et al. } No. 317. Equity.

Answer of deft.

And now comes defendants herein, and for answer to the bill of complainants, heretofore filed in this cause, say that it is true that plaintiff did negotiate a loan of ten thousand dollars from the defendant, The Northwestern Mutual Life-Ins. Company, but deft. deny that said loan was negotiated by and through C. W. Copeland, acting as agent for or on account of the Northwestern Mutual Life-Ins. Co. Defendants deny that said C. W. Copeland ever had authority to act for said company in any matter relating to the loan of money in the State of Iowa, or to do any business as their agent in connection with such loans. Defts. expressly aver that said loan of ten thousand dollars was negotiated directly by the said Angle by correspondence with the officers of the company at Milwaukee, Wisconsin, and voted by the executive committee of said company. That said Copeland had no authority on the premises, and did not act for said co., and did not assume or pretend to have authority to negotiate said loan. That the proposition for said loan, and the
57 character of the security to be given, and all other matters relating thereto, were communicated to the president of said company, its attorneys, and executive committee, at Milwaukee, Wisconsin, by the said Angle in his own handwriting, and the said Angle was advised by the officers of the company at Milwaukee of the views, wishes, and requirements of the co. by correspondence directed to him through I. S. Martin, State agent of said ins. company, for the purpose of procuring insurance. That said Angle well knew that said Copeland was not known to the company in said transaction, and had no reason to believe that said Copeland had any authority to act for defendant, The Northwestern Mutual Life-Ins. Company, in any matter connected with said loan.

2nd. Defendants admit the execution and delivery of the bond and mortgage, and the policies of insurance mentioned and described in plaintiff's bill. And defendants deny that the same were delivered without consideration, or that the consideration thereof has failed. On the contrary, defts. aver that deft., the Northwestern Mutual Life-Ins.
58 Company, received said bond and mortgage, and said policies of insurance, and paid upon the delivery thereof at the written agreement and order of plaintiff to the agent of pltff., authorized in writing to receive the same, the full sum of ten thousand dollars. Defendants deny that the said C. W. Copeland was the agent of the Northwestern Mutual Life-Insurance Company, authorized to act for them in the matter of receiving the bond & mortgage, with policies of insurance afore-

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Co.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant.

Without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed or avoided, traversed, or denied, as true, all which mat-
68 ters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

(S'g'd) GATCH & WRIGHT,
For Plaintiff.

(Endorsed:) Eq. H. G. Angle vs. N. W. Mutual Life-Ins. Co. Replication. Filed Nov. 26, 1872. George B. Corkhill, clerk. Gatch & Wright for pltff.

69 Afterwards, to wit, on the 10th day of March, A. D. 1873, there was filed in said clerk's office in said cause the following stipulation of parties, to wit:

In U. S. circuit court, dist. of Iowa.

H. G. ANGLE
vs.
THE N. W. M. L. INS. CO. } No. 317. Eq.

It is hereby stipulated and agreed by & between the parties hereto, by their attys., that pltff.'s amended bill in the above-entitled cause be filed as of this date, the same as if filed on rule-day in said court. Mch. 10, 1873.

(Signed)

Attys. for Defts.
POLK, HUBBELL & GOODE,
Attys. for Plffs.
C. C. NOURSE,
For Deft.

(Endorsed:) U. S. C. court. No. 317. Equity. H. G. Angle vs. N. W. M. L. Ins. Co. Stipulation. Filed Mar. 10, 1873.
GEORGE B. CORKHILL, *Clerk.*

70 On the same day, to wit, March 10, 1873, the said plaintiff, by his attorneys, Mess. Polk, Hubbell & Goode, filed in said clerk's office his amended bill of complaint, which said amended bill is in the words and figures following, to wit:

71 To the judges of the circuit court of the United States for the district of Iowa, sitting at Des Moines:

H. G. Angle, complainant in a certain suit in equity against the

Northwestern Mutual Life-Insurance Company, The Ætna Insur-
72 ance Company of Hartford, Connecticut, and the Phœnix Insurance Company of Hartford, Connecticut, respondents, originally commenced in the district court of the State of Iowa, in and for the county of Linn, and, by due proceedings under act of Congress in such case made & provided, transferred, on application of defendants, into this court, where the same is now pending, bearing the number "317" equity, on the docket of this court, by leave of court presents & files this his amended bill of complaint for the purpose of conforming to the law and the rules of this court governing chancery suits and proceedings. Your orator, thus complaining, states & charges that at the date of the commencement of his suit aforesaid he was a citizen of the State of Iowa, and since that time has been, and that respondent, The Northwestern Mutual Life-Insurance Company, was at that time, and since has been, a citizen of the State of Wisconsin, & the Ætna Insurance Company and Phœnix Insurance Company were at that date, and since have continued to be, citizens of the State of Connecticut. Further complaining, your orator states & shows that said
73 first-named respondent is a corporation organized & existing under and by virtue of the laws of the State of Wisconsin, having its principal office or place of business at the city of Milwaukee, in said State.

That it has officers and an agency in the State of Iowa, and transacts business in said latter State as a life-insurance company, and, connected therewith, lends money on real-estate security.

That it has so existed, acted, and transacted business in both of said States from a date prior to the 1st day of February, 1871, continuously to the present time. Further complaining, your orator states & shows that the other respondents have also officers & an agency in the State of Iowa, and have had, from the 1st February, 1871, and continuously since, and for a long time previous thereto, to wit, for the transaction of the fire-insurance business, &c.

Further complaining, your orator states & charges that from about the 1st of February, 1871, until and up to about the 17th day of May, 1871, one C. W. Copeland acted as and was the agent of said Northwestern Mutual Life-Insurance Company in and for the State of Iowa, in
74 its business of negotiating loans of money, &c., as aforesaid, known to and recognized as such by said insurance company, &, as your orator believes & charges to be the fact, duly appointed by them & fu'nished with the proper and usual credentials, blanks, forms, &c., with which its agents were ordinarily supplied & furnished.

That about the 12th day of May, 1871, your orator negotiated a loan of ten thousand dollars from said insurance company, by means and through the agency of C. W. Copeland, their agent.

That the loan was effected through & was based upon the representations made by said Copeland, & the printed cards & circulars of said company, showing their healthy & sound financial condition.

That said loan was to be for three years' time, with interest at ten per cent. per annum, payable semi-annually on the 1st day January & July of each year, payable at the office of said insurance company, in the city of Milwaukee.

That the said loan was to be evidenced and secured by a bond & mortgage on certain real estate then owned by your orator. That said bond & mortgage were to be sent to said insurance company at their principal office in said city of Milwaukee, after receiving the
75 approval of their said agent, and, if found satisfactory, the money was to be paid or sent to your orator by said insurance company.

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Co.

This repliant, saving and reserving to himself all and all manner of advantage of exception to the manifold insufficiencies of the said answer, for replication thereunto, saith that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto; and that the said answer of the said defendant is uncertain, untrue, and insufficient to be replied unto by this repliant.

Without this, that any other matter or thing whatsoever in the said answer contained, material or effectual in the law to be replied unto, confessed or avoided, traversed, or denied, as true, all which mat-
68 ters and things this repliant is and will be ready to aver and prove as this honorable court shall direct, and humbly prays as in and by his said bill he hath already prayed.

(S'g'd) GATCH & WRIGHT,
For Plaintiff.

(Endorsed:) Eq. H. G. Angle vs. N. W. Mutual Life-Ins. Co. Replication. Filed Nov. 26, 1872. George B. Corkhill, clerk. Gatch & Wright for pltff.

69 Afterwards, to wit, on the 10th day of March, A. D. 1873, there was filed in said clerk's office in said cause the following stipulation of parties, to wit:

In U. S. circuit court, dist. of Iowa.

H. G. ANGLE
vs.
THE N. W. M. L. INS. CO. } No. 317. Eq.

It is hereby stipulated and agreed by & between the parties hereto, by their attys., that pltff.'s amended bill in the above-entitled cause be filed as of this date, the same as if filed on rule-day in said court. Mch. 10, 1873.

(Signed)

Attys. for Defts.
POLK, HUBBELL & GOODE,
Attys. for Plffs.
C. C. NOURSE,
For Deft.

(Endorsed:) U. S. C. court. No. 317. Equity. H. G. Angle vs. N. W. M. L. Ins. Co. Stipulation. Filed Mar. 10, 1873.
GEORGE B. CORKHILL, *Clerk.*

70 On the same day, to wit, March 10, 1873, the said plaintiff, by his attorneys, Mess. Polk, Hubbell & Goode, filed in said clerk's office his amended bill of complaint, which said amended bill is in the words and figures following, to wit:

71 To the judges of the circuit court of the United States for the district of Iowa, sitting at Des Moines:

H. G. Angle, complainant in a certain suit in equity against the

Northwestern Mutual Life-Insurance Company, The Ætna Insur-
72 ance Company of Hartford, Connecticut, and the Phœnix Insurance Company of Hartford, Connecticut, respondents, originally commenced in the district court of the State of Iowa, in and for the county of Linn, and, by due proceedings under act of Congress in such case made & provided, transferred, on application of defendants, into this court, where the same is now pending, bearing the number "317" equity, on the docket of this court, by leave of court presents & files this his amended bill of complaint for the purpose of conforming to the law and the rules of this court governing chancery suits and proceedings. Your orator, thus complaining, states & charges that at the date of the commencement of his suit aforesaid he was a citizen of the State of Iowa, and since that time has been, and that respondent, The Northwestern Mutual Life-Insurance Company, was at that time, and since has been, a citizen of the State of Wisconsin, & the Ætna Insurance Company and Phœnix Insurance Company were at that date, and since have continued to be, citizens of the State of Connecticut. Further complaining, your orator states & shows that said
73 first-named respondent is a corporation organized & existing under and by virtue of the laws of the State of Wisconsin, having its principal office or place of business at the city of Milwaukee, in said State.

That it has officers and an agency in the State of Iowa, and transacts business in said latter State as a life-insurance company, and, connected therewith, lends money on real-estate security.

That it has so existed, acted, and transacted business in both of said States from a date prior to the 1st day of February, 1871, continuously to the present time. Further complaining, your orator states & shows that the other respondents have also officers & an agency in the State of Iowa, and have had, from the 1st February, 1871, and continuously since, and for a long time previous thereto, to wit, for the transaction of the fire-insurance business, &c.

Further complaining, your orator states & charges that from about the 1st of February, 1871, until and up to about the 17th day of May, 1871, one C. W. Copeland acted as and was the agent of said Northwestern Mutual Life-Insurance Company in and for the State of Iowa, in
74 its business of negotiating loans of money, &c., as aforesaid, known to and recognized as such by said insurance company, &, as your orator believes & charges to be the fact, duly appointed by them & fu'nished with the proper and usual credentials, blanks, forms, &c., with which its agents were ordinarily supplied & furnished.

That about the 12th day of May, 1871, your orator negotiated a loan of ten thousand dollars from said insurance company, by means and through the agency of C. W. Copeland, their agent.

That the loan was effected through & was based upon the representations made by said Copeland, & the printed cards & circulars of said company, showing their healthy & sound financial condition.

That said loan was to be for three years' time, with interest at ten per cent. per annum, payable semi-annually on the 1st day January & July of each year, payable at the office of said insurance company, in the city of Milwaukee.

That the said loan was to be evidenced and secured by a bond & mortgage on certain real estate then owned by your orator. That said bond & mortgage were to be sent to said insurance company at their principal office in said city of Milwaukee, after receiving the
75 approval of their said agent, and, if found satisfactory, the money was to be paid or sent to your orator by said insurance company.

Further complaining, your orator states that, in compliance with and fulfilment of the terms of his said agreement & contract with said insurance company, through their said agent, C. W. Copeland, he, your orator, executed his bond for said sum of ten thousand dollars, & he & his wife, Sarah A. Angle, also executed a mortgage-deed to said insurance company to secure the same for and upon the following-described real estate, to wit: Lots No. 8 & 9 & 10, in block No. 33; lot 2, in block 24; lot 6, and the northeast 40 feet of lot 7, in block 16, all in Cedar Rapids, Linn County, Iowa, duly acknowledged, & afterwards, to wit, on the day of , duly recorded in the proper office of said county, and a copy presented with this bill for reference, marked "Exhibit A."

That said bond & mortgage were both delivered to said Copeland, agent as aforesaid, to be by him delivered to his principal, and the ten thousand dollars was to be paid over to your orator.

76 Your orator, further complaining, states that, in pursuance of the terms of said agreement & contract by and between your orator and said Copeland, agent as aforesaid, your orator also transfered, assigned, and delivered, at the same time with said bond & mortgage-deed, to said Copeland, agent as aforesaid, to be by him delivered to his principal, as aforesaid, two certain fire-insurance policies on the improvements on said mortgaged property, to wit: one, No. 333, on the said Ætna Insurance Company for five thousand dollars, and the other, No. 2377, on said Phœnix Insurance Company for five thousand dollars, as further and additional security for the re-payment of said loan of ten thousand dollars.

Your orator, further complaining, states that said bond & mortgage were both prepared by said insurance company and furnished to their said agent, and were executed and handed back to him for them, as were said fire-insurance policies so assigned, and were all taken or sent by said agent to said insurance company, at their principal office at Milwaukee, and by its officers, competent to act thereon, duly approved and received, and said mortgage by them ordered to be filed

77 for record, and the same, with the bond and said insurance policies, are yet and have ever since been by said insurance company retained & claimed as their own, according to the terms and by virtue of said contract, negotiation, and agreement by and between your orator and said Copeland, as their agent.

Further complaining, your orator states & shows that when the bond, mortgage, & insurance policies were executed & transferred as aforesaid by your orator to said Copeland, and the said Copeland had given him a receipt therefor, in the name of such insurance company, by himself, as their agent, on a blank form furnished him by said insurance company, & generally used by them & their agents in such business transactions, he, said Copeland, produced & presented an order in blank, being a printed form used by said company and its agents in such business transactions, &, as your orator believes and charges, furnished their said agent, Copeland, by them, on and to the said Northwestern Mutual Life-Insurance Co., to pay to (blank,) agent, (blank) dollars on account of (blank,) in drafts to the order of (blank)

78 and suggested to your orator and requested of him that he sign said order, (so that he, Copeland, might bring your orator the drafts when he returned from delivering the bond and securities at Milwaukee.)

Your orator examined the printed form of the order, & seeing and

observing that the payments was to be made "in drafts to the order of," the signer concluded there could be no risk in giving the order, and supposing, to', as he did, that it was the usual mode with said insurance company of transacting such business with and through their agents, signed said order, and left it with said Copeland, agent.

Further complaining, your orator states and shows that he expected to receive drafts from said insurance company for said sum of ten thousand dollars, payable to his order, in a reasonable time after the completion of said negotiation for loan and the perfecting of the required securities, and made his business arrangement to correspond with such expectation, but that he was disappointed and failed to get the money. And thereupon, about the day of May, 1871, your orator made a demand upon said insurance company for said sum of ten thou-
79 sand dollars. Thereupon said company stated & insisted that they had already, to wit, on the 16th day of May, 1871, paid out said sum of ten thousand dollars to said C. W. Copeland, on his, your orator's, order; and said insurance company pretend to have such order of your orator payable to "Rev. C. W. Copeland, agent," for "ten thousand dollars, on account of bond & mortgage," payable "in current funds," with the words "drafts to the order of" erased, but not obliterated or rendered illegible, and pretend & insist falsely, and with fraudulent intent, to avoid responsibility; that said Copeland was your orator's agent, authorized by your orator to collect and transmit to your orator said sum of ten thousand dollars, in current funds, and was not their agent at all, or at any time in and about the negotiation of said loan or the transmission of the money to the borrower.

Now, your orator charges that if said insurance company paid to said Copeland said sum of money upon an order signed by your orator, payable to said Copeland "in current funds," the same was forged by said Copeland, or some one interested in cheating & defrauding your orator out of said some of money, your orator believes by said Copeland,
80 & so charges. And such payment was wholly unauthorized, and is not binding upon your orator.

Further complaining, your orator states that he has never received said sum of ten thousand dollars, nor any part thereof, though often demanded, and further states that said Copeland never was his, your orator's, agent in the premises, nor did he deal with him or trust him in any manner otherwise than as the recognized agent of said insurance company.

Further complaining, your orator is informed & believes, and so charges the fact to be, that said Copeland absconded about the time said insurance company pretends to have paid him said sum of ten thousand dollars, and has remained concealed and his whereabouts unknown up to the present time, so far as your orator can learn; and that said insurance company, when your orator was seeking to get the amount of his said loan, immediately thereafter, actuated by fear that they would be held liable by reason of the acts of said Copeland, as their agent, sent an officer or agent to the home of said Copeland in Iowa, and ransacked and examined his private papers, with his (Copeland's) wife's consent & permission, and took possession of, and now has, or else has de-
81 stroyed, all letters, papers, and correspondence of said Copeland, and between him & said insurance company, its officers, and agents, showing and tending to show that said Copeland was their agent, which your orator believes and charges such papers & correspondence would, & did show; all of which was fraudulently done & with intent to avoid responsibility & liability to your orator for said sum

of ten thousand dollars. Further complaining, your orator states & charges that said insurance company claim & give forth in speeches & declarations that *that* said bond and mortgage were given them for valuable consideration, that they are valid and binding as subsisting evidence of and security for such indebtedness, and that they rightfully hold and are entitled to said policies of fire insurance; all of which your orator denies, claiming and insisting that each and all of said instruments in the hands of said insurance company, (meaning as to said insurance policies, the transfer or assignment only) is, and are, null, void, and unavailing, and ought in equity to be avoided and cancelled.

Now, therefore, in view of the premises, your orator elects & desires to have said contract for loan cancelled, and said bond & mort-
82 gage set aside, annulled, and to stand for naught, and to have said policies of insurance retransferred, assigned, and delivered back to him by said insurance company; wherefore, to the end that respondents may show cause, if any they have or can, why complainant should not have the relief hereby prayed, your orator prays that they be severally required true answers to make, under their respective coporal oaths, to the several allegations of this your orator's bill of complaint, as if specially interrogated thereto; and especially to set forth and discover what papers, letters, books, memorandas, & correspondence, or either, if any, of and belonging to, or found among the private papers or in the house of the said C. W. Copeland after his absconding and disappearance, they, or any or either of them, have in their possession or under their control, or have had by their agents or officers, more especially said respondent, The Northwestern Mutual Life-Insurance Company, showing, or tending to show the agency, for them or it, of the said C. W. Copeland from the 1st day of February, 1871, continuously up to the 16th day of May, 1871, when the said Northwestern Insur-
ance Company claim and pretend to have paid said sum of ten
83 thousand dollars to said C. W. Copeland. Also, further to answer & state specifically whether it, the said Northwestern Mutual Life-Insurance Company, did not furnish said C. W. Copeland, personally or by mail or express, & which way, if either, with the forms or blanks for said bond and mortgage; whether they did not direct him to ask more & greater real-estate security for said intended loan then was eventually taken, & whether said Copeland did not take less & other security than they in their written acceptance of complainant's request for the loan proposed and agreed to take; and whether they did not, when said Copeland returned them said bond and securities, ratify and approve his action therein. Also to answer specifically whether they did not furnish said Copeland with the blank or form for the order upon which they pretend to have paid him said sum of money, and whether it was not usual to pay borrowers upon such orders "in drafts to their order," through the hands of some agent of the company who negotiated the loan or other ; and also to answer specifically whether the words "drafts to the order of" are not erased, and the words "cur-
rent funds" inserted in the order in different colored ink, and
84 apparently at a different time from the other parts of said order, which are in pen and ink characters, and that they be required to attach to their answer and file among the papers herein said original order, signed by your orator, & upon which they claim & pretend to have paid out said sum of ten thousand dollars; also to state specifically what kind of money they paid said Copeland, or whether they paid him in a check, & what check, and whether they did not, after such payment & before your orator called on them for said sum of money, discover that

they had been imposed on by a forged order, and whether they did not thereupon try and take steps, & how & what steps, to intercept or prevent said Copeland from getting said money, or to arrest him; and whether they did not, with that view and for that reason, advertise and offer a reward for him, & when, & where, and how much reward; and upon the final hearing of this cause your orator prays that your honors would find, adjudge, and decree that said bond & mortgage and the transfer or assignment of said two fire-insurance policies are & were without consideration & void; that said respondent The North-
85 western Mutual Life-Insurance Company has failed to comply with & has forfeited all rights under said contract & agreement for loan, and should & must surrender all evidences of indebtedness and securities of any and every kind given by your orator therefore; that said bond & mortgage be delivered up by said insurance company for the purpose of being cancelled and held for naught, and that said insurance policies be re-transfer'ed, assigned, & delivered to your orator; that in case of any loss or consequent liability upon such policies pending this suit, then the said Ætna Insurance Company and the said Phœnix Insurance Company may be enjoined & directed not to pay anything upon said policies to the said Northwestern Mutual Life-Insurance Company till the further order of your honorable court in the premises, and for such other, further, or different relief as to your honorable court may seem equitable & right in the premises and your orator entitled to; and your orator prays that writs of subpœna may issue according to the rules of this court, to be directed to said Northwestern Mutual Life-Insurance Company, said Ætna Insurance Company, and said Phœ-
86 nix Insurance Company, commanding them, and each of them, on a certain day and under a certain penalty, to be and appear before this honorable court, and to stand to, abide, and perform such order and decree therein as to this court shall seem meet & proper, and agreeable to good equity & good conscience.

(S'g'd) POLK, HUBBELL & GOODE,
Solrs. for Compl'ts.

87 Northern district of the State of Illinois.

CITY OF CHICAGO, *Cook County, ss:*

Before me, Simeon W. King, a U. S. commissioner in and for said district, on this 6th day of March, A. D. 1873, came H. G. Angle, complainant in the foregoing & annexed bill of complaint, & being by me first duly sworn on oath, states that he has read the same and knows & understands the contents, and that its several allegations are true, except as to matters therein stated to be on his, affiant's, information & belief, and as to those matters he believes them to be true.

[SEAL.] (S'g'd) SIMEON W. KING,
United States Commissioner in and for the Northern District of the State of Illinois, residing at the City of Chicago, in the County of Cook, State and District aforesaid.

(Endorsed:) In U. S. c. court, dist. of Iowa. No. 317. Equity. H. G. Angle, compl't, vs. The N. W. M. L. Ins. Company et al. Amended bill of compl't. Filed March 10, '73. George B. Corkhill, clerk. Polk, Hubbell & Goode, sols. for compl't.

88 Afterwards, to wit, on the 7th day of April, A. D. 1873, the said defendant, by its said attorneys, filed in said clerk's office in

said cause its answer to the amended bill of complaint, which said answer is in the words and figures following, to wit:

89 *Answer.*

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INSURance Company.

In the circuit court of the United States for the district of Iowa.

And now comes the respondent, The Northwestern Mutual Life-Insurance Company, and for answer to the bill of complainant, or so much thereof as respondent is advised is material, says:

1st. Respondent admits that the Northwestern Mutual Life-Insurance Company is a body corporate, duly organized and existing under the laws of the State of Wisconsin, and having its principal office at Milwaukee, in said State, and that it has an agency in the State of Iowa for the purpose of transacting certain business connected with its business of life-insurance.

2. Respondent denies that it has or ever has had any agency or agent in the State of Iowa, authorized to negotiate any loan of money on real-estate security or otherwise.

3. Respondent admits that, as a part of the business of said company, they loan money and negotiate loans of money upon real-
90 estate security, but that, according to their by-laws and articles of incorporation, and uniform and invariable custom, all loans of money made by respondents are voted upon applications made directly to and acted upon by their executive committee at Milwaukee, in said State of Wisconsin.

Respondent admits making a loan of ten thousand dollars to the complainant upon bond & mortgage, but avers that the same was made by its executive committee, upon application to said committee directly in writing by the said H. G. Angle, complainant, and that all the terms and conditions of said loan were made and settled by and between the said H. G. Angle and the said executive committee and the president and cash'r of respondent.

Respondent expressly denies that the said C. W. Copeland, named in the bill of complainant, was at any time the agent of respondent for the negotiations of loans of money, or that he was at any time, with the knowledge or consent of respondent, engaged in such business for respondent, or that respondent ever furnished him any blanks or circulars for the transaction of such business.

91 Respondent denies that its officers at Milwaukee ever wrote to the said Copeland on said business, or ever received from him any letters in relation to said business, or ever furnished the said Copeland with any blanks, bond and mortgage, to be executed by complainant, and to be approved by the said Copeland as agent of respondent, and to be by him returned to respondent at Milwaukee.

Respondent denies that the said company ever furnished the said Copeland any blank form of receipts to be executed by him upon the reception of any bond or mortgage, or that any such receipts were usually furnished by respondent to any agent or agents for any such purpose or for any purpose connected with such business.

Respondent denies that any printed form of receipt or order produced

or used by said C. W. Copeland has ever been used by any agents of respondents in the transaction of such business, or that respondents ever furnished) any person or agent any form of receipt or order to be used in any such business.

92 Respondent denies that the form of blank order set out in complainant's bill was used by said complainant and said Copeland, as charged in said bill of complaint.

Respondent, upon information and belief, denies the allegations in complainant's bill, that C. W. Copeland suggested to complainant that he sign an order, so that he, Copeland, might bring to complainant drafts when he returned from delivering the bond and securities at Milwaukee, and that complainant examined the printed form of the order, and seeing and observing that the payment was to be made in "drafts to the order of" the signer, he concluded then could be no risk in giving the order, and supposing, too, that it was the usual mode with said insurance company of transacting such business, with and through their agents, signed the said order, and expected to get drafts thereon.

Respondent denies that the order upon which respondent paid said ten thousand dollars was a forgery.

Respondent denies that said C. W. Copeland was not the agent of complainant for the purpose of delivering said bond and mort-

93 gage and said insurance policies to respondent, and denies that said complainant trusted said Copeland in said business as the agent of respondent.

Respondent denies that they ever took possession of any correspondence or destroyed any correspondence between said C. W. Copeland and respondent, and denies that the said Copeland ever wrote any letter to or ever received any from the company's office in relation to said loan or any other business transaction whatever.

Respondent states that its State agent for the business of life-insurance in Iowa, one I. T. Martin, did go to the house of said Copeland, after he had absconded, and obtained from the wife of said Copeland a letter written to said Copeland by said Angle, dated April 8, 1871, which letter respondent will produce in evidence in this cause at the proper time.

And for specific answer to the matters called for in said complainant's bill, respondent further says:

1. That the only paper of which they have possession, knowledge, or information, found among the papers of C. W. Copeland, is the letter of said Angle before referred to, and that they have no knowl-

94 edge or information as to any papers or correspondence tending to show any agency or authority of said C. W. Copeland to act for respondent in said transaction, or in the transaction of any such business.

That said Northwestern Mutual Life-Insurance Company did not furnish said C. W. Copeland personally or by mail or by express with any forms or blanks for said bond mortgage, and never gave him any directions in regard to the security for said loan of any character whatever, and that the said Copeland had nothing to do with the taking and accepting of any security for said loan, and that the respondent did not ratify or approve of any act of said Copeland relating to said loan.

That respondents did not furnish said C. W. Copeland any form for an order upon which respondent paid said ten thousand dollars, and that it was not the usual or accustomed method of doing such business for borrowers to send orders for money or drafts to respondents; that the usual method of transacting such business was for the borrower

to send by mail or express the necessary bond and mortgage, and
95 upon the receipt of the same, respondent remitted drafts for the amount; that sometimes borrowers did send by messengers or agents of their own and receive money upon their orders, as was done in this case, but that respondents never furnished any form of order to any one to be used in such cases, and had no agents employed in such business. Respondent admits that the words "drafts to the order of" are in print upon one part of said order sent by complainant, and that said words are erased by heavy lines drawn over them with the same kind of ink, and apparently done at the same time or before the name of H. G. Angle is signed to the same.

Respondent states that the words "current funds" are written in the body of the order in a blank left apparently for that purpose, and appears to be in the same handwriting and to have been written with the same pen and same kind of ink, and at the same time that the other parts of the order were filled up; and respondent, without
96 any knowledge of the fact, but from the circumstances of the case, and upon the information derived from others, and upon belief, denies that said order was altered or changed after the said H. G. Angle signed the same.

Respondents avers that they paid said Copeland the ten thousand dollars, as the authorized agent of the said H. G. Angle upon the written order of said Angle as hereinafter more fully set forth, and had no knowledge, information, or cause to believe at the time of such payment that any fraudulent conduct or intent existed on the part of said Copeland.

And for further answer to the bill of complainant, respondent shows and avers that the said H. G. Angle negotiated said loan of ten thousand dollars directly from this company by and through written applications and propositions signed by said Angle and addressed to the executive committee of respondent, at Milwaukee, Wisconsin; that said applications were forwarded to the respondent at Milwaukee, Wisconsin, by and through the mails by one I. T. Martin, who was then the
97 State agent of respondent residing at Davenport, Iowa, employed in the business of life-insurance, but who had no authority to negotiate loans of money for respondent, or to exercise any acts of discretion in relation thereto.

Respondent is advised, & believes, and charges the truth to be, that said Angle had requested and procured the said C. W. Copeland to forward his said communications so addressed to the executive committee of respondent to the said Martin, to be sent by the said Martin to respondents, and had requested the said Copeland to have the said Martin send the reply of respondent made to said Martin to him, the said Copeland, for the reason that said Angle was part of the time away from home.

Respondent charges that if any of said parpers went into the hands of said Copeland during said negotiations, it was without the knowledge or procurement of respondent, and was at the request and procurement of the said Angle, and the said Copeland in his behalf.

98 Respondent is advised, and believes, and charges the truth to be, that the bond and mortgage in controversy was first filled out in due form in the city of Milwaukee, Wisconsin, and sent by respondent to the said I. T. Martin, to be by him forwarded to the said H. G. Angle, for execution; that in pursuance of a written request and statement of the said Copeland, that Mr. Angle requested the said papers to be sent to him, the said Copeland, for him, the said Angle, the

said Martin transmitted said bond & mortgage by mail to the said Copeland.

Respondent avers that the said H. G. Angle executed the same in due form of law, and procured and requested the said C. W. Copeland, for him, and in his behalf, to take the same to Milwaukee, and deliver them with the policies of insurance to respondent, and to act for him, and in his behalf, in procuring the money so to be loaned by respondent, and executed and delivered to said Copeland an authority to receive said money from respondent in words and figures following, to wit:

$10,000.] CEDAR RAPIDS, *May* 12, 1871.

99 [Revenue stamp.]

To Northwestern Mutual Life-Insurance Co.:

Pay to Rev. C. W. Copeland, agent, ten thousand $\frac{00}{100}$ dollars, on account of bond and mortgage in current funds.

H. G. ANGLE.

Respondent avers that said company paid to the said Copeland the said sum of ten thousand dollars in good faith upon the order aforesaid, and took the receipt of the said Copeland therefor on the back of the said order, to wit, on the 16th day of May, 1871, and received from said Copeland, as the agent of said Angle, the bond and mortgages and policies of insurance referred, and described by complainant, and that said bond and mortgages and said policies of insurance are the property of respondent in good faith; and, having fully answered, respondent prays to be dismissed with costs.

(Signed) NOURSE & KAUFFMAN & HOLMES,
Sol'. for Respondent.

100 I, John H. Van Dyke, being duly sworn according to law, do depose and say that I am president of the N. W. Mutual Life-Ins. Co., deft., and that the foregoing answer is true & correct, and that I believe the matters to be true that are stated on information & belief.

(Signed) JOHN H. VAN DYKE.

Subscribed and sworn to before me this 31st day of March, A. D. 1873.

(S'g'd) WM. H. FARNHAM, [SEAL.]
Notary Public, Milwaukee County, Wisconsin.

(Endorsed:) H. G. Angle vs. The Northwestern Mutual Life-Insurance Company. Answer. Filed Apr. 7, 1873. George B. Corkhill, clerk. Nourse, Kauffman & Holmes, sol'. for deft.

101 Afterward, to wit, on the 16th day of May, A. D. 1873, said complainants, by his said attorneys, filed in said clerk's office his replication in said cause; which said replication is in the words and figures following, to wit:

102 In the circuit court of the United States, district of Iowa.

H. G. ANGLE
vs.
THE N. W. MUT. LIFE-INS. CO. ET AL.

Replication of complainant, H. G. Angle, to answer of defendants.

This repliant, saving and reserving to himself all, and all manner of

advantage, and exception to the manifold insufficiencies of the said answer for replications thereunto, saieth that he will aver and prove his said bill to be true, certain, and sufficient in the law to be answered unto, and that the said answer of said defendants is uncertain, insufficient, and untrue, to be replied unto by this repliant, without this, that any other matter or thing whatsoever in said answer contained, material or effectual in the law, to be replied unto by this repliant, confessed and avoided, traversed or denied is true; all which matters and things this repliant is and will be ready to aver and prove as this honorable
103 court shall direct, and humbly prays as in and by his said bill he hath already prayed.

(S'g'd) POLK, HUBBELL & GOODE,
Solrs. for Compl't.

(Endorsed:) H. G. Angle vs. The N. W. M. Life-Ins. Comp'y et als Replication filed May 16, 1873. George B. Corkhill, clerk.

104 And on the 13th day of May, the same being of the May term, 1873, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa, May term, 1873, Tuesday May 13, 1873.

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INS. CO. } No. 317. Eq.

This cause coming on to be heard by consent of parties, it is ordered that the time to take testimony herein be extended to next term, and that this cause be continued.

105 And afterwards, to wit, on the 4th day of November, the same being of the October term, 1873, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa, October term, 1873, Tuesday, November 4, 1873.

H. G. ANGLE
vs.
THE N. W. M. LIFE-INS. CO. } No. 317. Eq.

The motion of complainant in above cause for the appointment of a special examiner in this cause to take all further testimony herein orally under the amend'ent to the 67th rule for proceedings in equity, comming on to be heard, and it appearing to the court that the requisite notice has been given as by said rule required, said motion is by the court sustained, and U. C. Blake is appointed special examiner to take testimony, unless the parties agree upon some other person to act as such examiner, which they are authorized to do; this rule not to
106 apply to any commission already issued, the evidence taken or to be taken on said commissions, and time to take testimony extended to March 1, 1874.

107 Afterwards, to wit, on the 5th day of November, the same being of the October term, 1873, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa, October term, 1873, Wednesday, November 5, 1873.

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE CO. } No. 317. Eq.

In the matter of the motion of plaintiff herein for an order requiring witness, I. T. Martin, to answer certain interrogatories set out in deposition of said Martin now on file in this cause, and more particularly referred to by numbers in said motion, it is ordered that the same be referred to C. A. Dudley, esq., as master to determine which of said interrogatories, if any, the said witness has improperly refused to answer, and report the same to this court, with his reasons for his ruling
108 upon the same; said master will proceed to hear said motion with all due dispatch, giving to the attorney of the parties notice of the time and place of such hearing, and make his report to the court.

(Signed) J. M. LOVE.
GEORGE B. CORKHILL, *Clerk.*

109 Afterwards, to wit, on the 5th day of June, the same being of the May term, 1874, of said court, there appears in the records of the proceedings thereof in said cause the following entry, to wit:

United States circuit court, district of Iowa, May term, 1874. Friday, June 5, 1874.

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INS. CO. } No. 317. Eq.

This cause coming on for hearing, plff. appears by Polk, Hubbell & Goode, and defendant by Nourse & Kauffman, and the same is submitted to the court. Counsel to be heard orally at a time to be agreed upon by them in vacation.

110 And upon the trial of said cause said complainant, by his said attorneys, to sustain the issues on his part, offered and read in evidence certain documents and depositions, of which the following are true copies:

111 *Dedimus protestatem.*

Circuit court of the United States, district of Iowa, ss.

To Phil A. Hoyne, a U. S. com'r, at Chicago, Cook Co., Ills,, greeting:

Know ye, that in confidence of your prudence and fidelity, you have been appointed and by these presents you are invested with full power and authority to examine L. V. Parsons, J. Irving Pierce, and Lyman C. Clark, on their corporal oaths as witnesses in a cause depending in

the circuit court of the United States, for the District of Iowa, wherein H. G. Angle is plaintiff and The Northwestern Mutual Life-Insurance Company defendant, on the part of the plaintiff, upon the interrogatories annexed to this commission. And, therefore, you are hereby commanded that at certain days and places to be appointed by you for that purpose, you do cause the said above-named witnesses to come before you, and then and there examine them on oath upon the said interrogatories.

That you propound to the said witnesses the interrogatories and cross-interrogatories hereto annexed, and cause the same to be written out, and the answers thereto to be inserted immediately following the respective interrogatories. That you cause the whole to be read over to the witnesses and the same to be subscribed by them, and duly sworn to before you. That you take said deposition, in accordance with your certificate which you will attach to the deposition of each separate witness, stating that it was subscribed and sworn to by the said witness, at the time and place therein mentioned. That you then seal up the whole, including this commission and the interrogatories hereto annexed, all enclosed in one envelope, and return the same to the clerk of the United States circuit court at Des Moines, Iowa. That you endorse on the outside of said envelope thus directed, the title of the cause in which the deposition is to be used, and that you execute this commission with all convenient speed.

Witness the honorable Nathan Clifford, sen. associate justice of the Supreme Court of the United States, this 30th day of September, 1873, and in the 98th year of the Independence of the United States of America.

Attest:

[SEAL.] (Sgd.) GEORGE B. CORKHILL,
Clerk of the United States Circuit Court, District of Iowa.

NOTE.—The person before whom depositions are taken must cause the interrogatories propounded (whether written or oral) to be written out, and the answers thereto to be inserted immediately underneath the respective questions. The answers must be in the language, as nearly as practicable, of the witness, if the party require it. The whole being read over by or to the witness, must be by him subscribed and sworn to in the usual manner.

All exhibits produced before the person taking the deposition, or proved or referred to by any witness, or correct copies thereof, must be appended to the deposition and returned with them, unless sufficient reasons be shown for not so doing.

The person taking the deposition shall attach his certificate thereto, stating that it was subscribed and sworn to by the deponent at the time and place therein mentioned.

112 *Notice.*

In the circuit court of the United States, district of Iowa.

H. G. ANGLE, PLAINTIFF,
against
THE N. W. MUTUAL LIFE-INS. CO., DEFENDANT.

To the N. W. Mutual Life-Ins. Co., or to Messrs. Nourse, Kauffman and Holmes, its attys.:

You are hereby notified that plaintiff will, on the 30th day of Sept., 1873, sue out of the office of the clerk of the circuit court of the United

States, district of Iowa, a commission in the above-entitled cause, directed to Phil. A. Hoyne, a U. S. comr. at Chicago, Cook Co., Ills., in and for the county of Cook and State of Ills., and request said clerk to appoint him such commissioner, commanding him to take the deposition of L. V. Parsons and J. Irving Pearce, residents of Chicago, Ills., on the several interrogatories hereto appended. Said deposition was taken to be read as evidence in the trial of the above-titled cause.

(Sgd.) POLK, HUBBELL & GOODE,
Attys. for Plaintiff.

113 In cir. court U. States, dist. of Iowa.

H. G. ANGLE
vs.
THE N. W. M. L. INS. CO.

Interrogatories to be propounded to L. V. Parsons and J. Irving Pearce, residents of Chicago, Illinois, and witnesses for plaintiff in above cause, to accompany commission, to be answered by each:

Int. 1st. Are you acquainted with the parties to this suit?

" 2d. State your name, age, place of residence, and occupation.

" 3d. Did you know one C. W. Copeland, or did you have any business transaction with him during the month of May, 1871? If so, state what it was.

" 4th. Did you or not pay a check or checks, drawn upon your bank by the Northwestern Mutual Life Insurance Company at Milwaukee, in favor of Copeland, during the month of May, 1871? If yea, who presented the check and received the money, and what time was the check drawn, when was it paid, and what was the date and amount of the check or checks?

114 Int. 5th. Who identified or vouched for Copeland as the true payee of the check, or did you act on your own knowledge of the person presenting it? If on the latter, state how you came to know him, and how long.

" 6th. Did you or not hear anything more about the matter of Copeland's getting that money? If you did, state from whom, and when it was, with reference to the payment of the money to Copeland.

" 7th. Did or did not the president or secretary, or some officer of said insurance company, call upon you in Chicago, shortly after Copeland got that money, and state that he or they had been imposed upon by Copeland, and they or he feared they had paid out ten thousand dollars on a forged order, or that there was something wrong about the order, or that they had done wrong in paying an altered draft, or words or language to that effect? If anything of this character transpired, state the particulars.

115 Inty. 8th. State whether or not the said insurance company took any steps, & what, to intercept or prevent the payment of said check or checks to Copeland, or to procure an arrest of said Copeland. If yes, what?

Inty. 9th. State anything further you may know of advantage to plaintiff.

(Sgd.) POLK, HUBBELL & GOODE,
Attys. for Plaintiff.

We accept service of the within notice & copy this 19th day of Sept., 1873, in Des Moines, Iowa.

NOURSE, K. & HOLMES,
Attys. for Deft.

(Endorsed:) U. S. C. C. No. . H. G. Angle vs. The N. W. Mutual Life-Ins. Co. Notice to sue out commission to take depositions of L. V. Parsons & J. Irving Pearce. Ints., &c. Filed Sep. 20, 1873. George B. Corkhill, clerk. Polk, H. & Goode, attys. for pltff.

116 U. S. C. court, dist. of Iowa.

ANGLE
vs.
N. W. M. L. INS. CO.

Interrogatories to be propounded to Lyman C. Clark, a witness for pltff., and resident of Chicago, to accompany commission.

Int. 1. State your name, age, place of residence, & occupation.

Int. 2. Are you acquainted with the parties to this suit, and how long have you been, and how intimately?

Int. 3. Were you acquainted with C. W. Copeland? If yes, when did you get acquainted, what was the extent of your acquaintance, & where is Copeland now?

Int. 4. When and under what circumstances did you see Copeland last?

Int. 5. Did Copeland or not make any request of you touching the collection of a check on some bank in Chicago in the spring of 1871? If yes, state when, where, the amount of the check, the drawer, the drawee and the payee, & what the request was. State the particulars fully.

Int. 6. State all that Copeland said at the time about the check,
117 and what was the result of his application to you.

Int. 7. What time of day & what day of the week and month was it that this interview with Copeland took place?

Int. 8. State who vouched for or identified Copeland at the bank when he presented the check.

Int. 9. State anything further you may know of benefit to plaintiff.

(Sgd.) POLK, HUBBELL & GOODE,
Pltff.'s Attys.

It is agreed that the name of Lyman C. Clark may be inserted as a witness in the commission to be issued on 30th Sept., inst., in foregoing cause, of which we accepted service of notice 19th inst., and we acknowledge service by copy of above ints. to accompany said commission, waiving further time.

C. C. NOURSE.

SEPT. 23D, 1873.

(Endorsed:) H. G. Angle vs. The N. W. M. L. Ins. Co. Ints. and stipulations. Filed Sept. 30, 1873. George B. Corkhill, clerk.

118 Cross-interrogatories to J. I. Peirce or J. Irving Pearce.

Int. 1st. Were you the president of the Third National Bank of Chicago in May, 1871?

Int. 2. Did you identify C. W. Copeland at the Union National Bank on the 17th of May, 1871?

Int. 3. If you say Copeland at that time obtained the payment of any drafts at the Union National Bank at Chicago, Ill., state if said drafts

were not drawn in his favor or to his order by the National Exchange Bank of Milwaukee, Wisconsin.

Int. 4. Did you see or suspect the drafts or know of their nature or character except from what Copeland told you?

Int. 5. If you say you afterwards had any conversation with any officer or agent of the Northwestern Mutual Life-Insurance Company of Milwaukee, Wisconsin, state if it was not a conversation with E.
119 C. Jennings, cashier of said company, had at said Third National Bank at Chicago on or about the 25th of May, 1871.

Int. 6. Did you not in that conversation tell Mr. E. C. Jennings that Mr. Angle had a note falling due at your bank a few days before that, and had called at the bank, and asked in a pleasant, happy manner, if "package" or "money-package," had been left there for him, and on being informed that none had been left, that his entire manner changed, and he trembled like an aspen-leaf, or words to that effect?

Int. 7. State what the facts are in regard to a note of H. G. Angle's falling due at your bank about that time; give the date and amount of the note, and when it fell due.

Int. 8. State the fact if Mr. Angle called at the bank and inquired if any package or money-package had been left there for him, and the date of the enquiry and his manner at the time of the enquiry, and the effect of the answer upon him.

120 (Endorsed:) H. G. Angle vs. The Northwestern Mutual Life-Insurance Company. Cross-interrogations. Filed Sept. 29, 1873. George B. Corkhill, clerk. Nourse, Kauffman & Holmes, attys. for deft.

121 In the U. S. cir. court, dist. of Iowa.

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE CO.

In the matter of commission to issue for deposition of L. V. Parsons, J. I. Pearce, and Lyman C. Clark.

Cross-int. to L. V. Parsons in behalf of defendant:

Int. 1st. If, in answer to interrogatory 4, you say you paid C. W. Copeland any drafts or checks in the month of May, 1871, please consult your books, or the books of the bank, and the files, and, if you can, set out a copy of said drafts.

Int. 2. Please consult the books of your bank, and state if the drafts you paid to Copeland were not two drafts, payable to his order, for five thousand each, drawn by the National Exchange Bank of Milwaukee upon the Union National Bank of Chicago.

Int. 3. You did not pay drafts or checks drawn in favor of
122 Copeland by the Northwestern Mutual Life-Insurance Co., did you?

Int. 4. State the date, amount, and description of the drafts you did pay to said Copeland, and the day upon which you paid them, and the hour of the day as nearly as you can recollect, if you have not already done so.

5. If, in answer to interrogatory 6, you say you had any conversation afterward with any officer or agent of the Northwestern Mutual Life-Insurance Company of Milwaukee, in regard to the payment of said drafts, state if the conversation was not with E. C. Jennings, cashier of said company.

6. Did not Mr. Jennings advise, in that conversation, that the drafts you had paid Copeland were obtained by him at Milwaukee with the proceeds of a certain loan of $10,000 that had been paid Copeland by the company on the order of Mr. Angle, and that it was supposed that Copeland had absconded.

123 Int. 9. Did or not Mr. E. C. Jennings in that conversation tell you that Copeland had obtained drafts of the National Exchange Bank at Milwaukee with the money paid him by the Northwestern Mutual Life-Insurance Company for and on Mr. H. G. Angle's draft or order, and it was feared he had absconded, and that there was trouble about it?

Int. 10. Did he say a word about any forged draft or order, and did not you hear said words, if at all, for the first time from H. G. Angle after that time?

Int. 11. When and where did you become acquainted with Copeland?

Int. 12. Had you any correspondence with Angle in regard to the payment of the note at any time before its maturity? If so, set out said letters in a copy thereof, and if you haven't them, state where they are.

13. State if Mr. Angle, at any time before the maturity of the
124 note, advised you that he or any one else would be in Chicago at the time the note would mature, and pay the same.

14. Did he advise you when he expected to obtain the money to pay the note?

15. What did he advise you, if anything, as to whether Copeland would take up the note for him?

In the matter of the examination of the witnesses L. V. Parsons and J. Irving Pearce and Lyman C. Clark, defendants object to all interrogatories calling forward all answers containing the statement of C. W. Copeland.

(Sgd.) NOURSE, KAUFFMAN & HOLMES,
Attys. for Deft.

(Endorsed:) H. G. Angle vs. Northwestern Mutual Life-Insurance Co. Cross-int. & exceptions. Filed Sept. 29, 1873. George B. Corkhill, clerk. Nourse, K. & H.

125 District court of the United States of America, northern district of Illinois.

The United States of America to the marshal of the northern district of Illinois, greeting:

We command you that you subpœna J. Irving Pearce and L. V. Parsons and Lyman C. Clark, if they be found in your district, to be and appear before me, Philip A. Hoyne, a commissioner of the circuit court of the United States for the northern district of Illinois, at my office in the city of Chicago, in the district aforesaid, on the 7th day of October, A. D. 1873, at 10 a. m., to testify on behalf of the plaintiff in the cause wherein H. G. Angle is plaintiff, and the Northwestern Mutual Life-Ins. Co. is defendant, and this they shall in no wise omit.

Witness Philip A. Hoyne, commissioner as aforesaid, this 6th day of October, in the year of our Lord one thousand eight hundred and seventy-three, and of our Independence the 98 year.

[SEAL.] P. A. HOYNE,
U. S. Commissioner, Northern Dist. Ill.

126 I have served the within subpœna by reading the same to and in the presence and hearing of said J. Irving Pearce & L. V.

Parsons & L. C. Clark, therein named, this sixth day of October, A. D. 1873.

Marshal's fees, $2.

B. H. CAMPBELL, *U. S. Marshal.*
N. J. ADAMS, *Deputy.*

(Endorsed:) District court of the United States, northern district of Illinois. H. G. Angle vs. The Northwestern Life-Insurance Co. Subpœna. Before Philip A. Hoyne, U. S. Commissioner. Returnable. J. O. Norton, U. S. district attorney.

127 NORTHERN DISTRICT OF ILLINOIS,
City of Chicago, County of Cook, ss:

Be it remembered that on this seventh day of October, in the year of our Lord one thousand eight hundred and seventy-three, I, Philip A. Hoyne, a commissioner, duly appointed by the circuit court of the United States for the northern district of Illinois, in the seventh circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes, depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, did call and cause to be and personally appear before me, at my office, at room 21, Re-
128 public Life Building, 157 & 159 La Salle street, in the city of Chicago, in the said northern district of Illinois, in the State aforesaid, Lyman C. Clark, to testify and the truth to say on the part and behalf of the plaintiff, in a certain suit or matter of controversy now depending and undetermined in the circuit court of the United States for the district of Iowa, at Des Moines, Iowa, wherein H. G. Angle is plaintiff and T. N. W. Mutual Life-Insurance Co. is defendant; and the said Lyman C. Clark, being about the age of forty years, and having been by me first cautioned and sworn to testify the truth, the whole truth, and nothing but the truth in the matter of controversy aforesaid, I did carefully examine the said Lyman C. Clark, and he did thereupon depose, testify, and say as follows, viz:

Int. 1. State your name, age, place of residence, and occupation.

Answer. My name is Lyman C. Clark; my age is forty years; I re-
129 side at Turner, Du Page County, Illinois, but have an office in Chicago, Cook County, Illinois; I am in the life-insurance business; am genl. agt. for the Continental Life-Ins. Co. of Hartford, Conn.

Int. 2. Are you acquainted with the parties to this suit, & how long have you been, & how intimately?

Ans. I am acquainted with H. G. Angle; have known him for five or six years. Am not acquainted with the present officers of the Northwestern Mutual Life-Insurance Company. I know Angle well.

Int. 3. Were you acquanted with C. W. Copeland? If yea, where did you get acquainted, what was the extent of your acquaintance, and where is Copeland now?

Ans. I was acquainted with C. W. Copeland. I got acquainted with him in Davenport, Iowa. I was a member of the 14th street M. E. Church, and Copeland became pastor of it; our relations were intimate for about one year. I cannot say where Copeland is now.

130 Int. 4. When and under what circumstances did you see Copeland last?

Ans. I saw Copeland last about the 15th or 16th days of May, A. D. 1871, at the Briggs House, in the city of Chicago, Cook County, Illinois. I was boarding there, and he came there to stop over night.

Int. 5. Did Copeland or not make any request of you vouching the collection of a check on some bank in Chicago in the spring of 1871? If yea, state when, where, the amount of the check, the drawer, the drawee, and the payee, and what the request was. State the particulars fully.

Ans. On the evening mentioned, that he stopped at the Briggs House in Chicago, in May, A. D. 1871, he asked me if I would not identify him at the Union National Bank in Chicago. I did not see the check, but he said the amount was ($10,000.00,) ten thousand dollars. The Northwestern Mutual Life-Insurance Company of Milwaukee, Wis., was
131 the drawer; so he stated. The drawee was C. W. Copeland. The payee was the Union National Bank of Chicago; this he told me. The request was to identify at the bank so he might obtain the money.

Int. 6. State all that Copeland said at the time about the check, and what was the result of his application to you.

Ans. When he first met me at the Briggs House he expressed great satisfaction that he had met me there, as he was a stranger in Chicago, and was wishing to draw some money, and was glad that he had found a friend who could identify him. I asked him how much money he could draw. He answered ($10,000.00) ten thousand dollars. I asked him what a Methodist preacher wanted to do with so much money. He answered that he was not now preaching, but was engaged as an agent for the Northwestern Mutual Life-Insurance Company of Milwaukee, Wisconsin; was soliciting life-risks, and placing loans for them; that
132 he had placed a loan for them at Cedar Rapids, Iowa, and that he was to draw the money and pay over the same to H. G. Angle, of that place. I asked him why the company did not make the check payable to the order of the loanee or the party getting the money; he said they did in most cases, but that they (the company) had the utmost confidence in his integrity, and had made the check payable to his (Copeland's) order, and instructed him to draw the money and pay to Angle. He said that he would call on me at my office at 10 o'clock the next morning, and wished me to go and identify him at the Union National Bank, as he wished to go and get the money and leave the city on the eleven o'clock train, over the Northwestern Railroad, which was the first train leaving the city over that road after the bank opened. I told him that I was not much acquainted at that bank, but thought I might arrange it through a friend. I was not in my office the next morning when he called, but my clerk told me that a gentleman
133 answering the description of Copeland had called at 10 o'clock to see me. I did not see him that morning, nor did I identify him myself or through a friend.

Int. 7. What time of day & what day of the week & month was it, that this interview with Copeland took place?

Ans. It was between 9 and 10 o'clock in the evening. I cannot say the day of the week; am not positive as to the day of the month, but think it was the 15th or 16th day of May, A. D. 1871, that this interview with Copeland took place.

Int. 8. State who vouched for or identified Copeland at the bank when he presented the check.

Ans. I do not know.

Int. 9. State anything further you may know of benefit to plaintiff.

Ans. I think of nothing further, except that I heard a few days
134 subsequently that he had drawn the $10,000.00, and did not pay it over to Angle, but had run away.

(Signed) LYMAN C. CLARK.

SEAL OF PHILIP A. HOYNE, U. S. COMMISSIONER, NORTHERN DISTRICT ILLINOIS, CHICAGO, ILL.

Subscribed and sworn to before me this 7th day of October, A. D. 1873.
PHILIP A. HOYNE,
U. S. Commissioner, N. D. Ill.

UNITED STATES OF AMERICA,
Northern District of Illinois, ss:

I, Philip A. Hoyne, a commissioner duly appointed by the circuit court of the United States for the northern district of Illinois, in the seventh circuit, under and by virtue of the acts of Congress entitled "An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States," passed February 20th, 1812, and the act of Congress entitled "An act in addition
135 to an act entitled 'An act for the more convenient taking of affidavits and bail in civil causes depending in the courts of the United States,'" passed March 1st, 1817, and the act entitled "An act to establish the judicial courts of the United States," passed September 24th, 1789, do hereby certify that the reason for taking the foregoing deposition is, and the fact is, the witness is material and necessary in the cause in the caption of the said deposition named, and that the same was taken in pursuance of the dedimus potestatum hereto annexed; and I further certify that I isssued a subpœna, which was duly served upon L. V. Parsons, J. Irving Pierce, and Lyman C. Clark, the latter of which only attended. I further certify that on the seventh day of September, in the year of our Lord one thousand eight hundred and seventy-three, I was attended by Lyman C. Clark, the witness, who was of sound mind and lawful age, and the witness was by me first carefully examined and cautioned and sworn to testify the truth, the whole truth, and nothing
136 but the truth, and the deposition was by me reduced to writing, in the presence of the witness and from this statement, and after carefully reading the same to the witness he subscribed the same in my presence. I have retained the said deposition in my possession for the purpose of mailing the same with my own hand to George B. Corkhill, clerk of the United States circuit court, district of Iowa, the court for which the same was taken.

And I do further certify that I am not of counsel nor attorney for either of the parties in the said deposition and caption named, nor in any way interested in the event of the cause named in the said caption.

In testimony whereof I have hereunto set my hand and seal this seventh day of October, in the year of our Lord one thousand eight hundred and seventy-three, and of the Independence of the United States the ninety-eight'.

[SEAL.] (Sgd.) PHILIP A. HOYNE,
United States Commissioner, duly appointed by the Circuit Court of the United States for the Northern District of Illinois, in the Seventh Circuit.

My fees, 7.50; service, 2.50—$10.00. Paid by plaintiff. P. A. H.

137 (Endorsed:) United States circuit court for the district of Iowa H. G. Angle vs. The Northwestern Mutual Life-Insurance Company. Depositions on the part of the plaintiff, taken before Philip A. Hoyne, United States commissioner, on the seventh day of October, 1873. Opened by consent Oct. 18, 1873. George B. Corkhill, clerk.

138 EXHIBIT No. 1.

J. H. VAN DYKE, *President.* HEBER SMITH, *Vice-President.* AUG. GAYLORD, *Secretary.*

[Agency of the Northwestern Mutual Life-Insurance Company, Home Office, Broadway, cor. Wisconsin st., Milwaukee, Wis.—I. T. Martin, State agent.]

DAVENPORT, IOWA, *Oct. 18th*, 1870.

Hon. JOHN A. ELLIOTT,
Des Moines, Iowa:

DEAR SIR: Please furnish certificate for C. W. Copeland, of Cedar Rapids, Iowa. Send to me.

I enclose fee of $1 herewith.

Respectfully,

I. T. MARTIN.

STATE OF IOWA, AUDITOR'S OFFICE,
Des Moines, Aug. 5th, 1873.

I, John Russell, auditor of state, do hereby certify that the foregoing is a full, true, and correct copy of the letter of appointment given by I. T. Martin to C. W. Copeland, as full, true, and correct as the original now on file in my office.

Witness my hand and seal of office this 5th day of August, 1873.

139 JOHN RUSSELL,
Auditor of State.

[SEAL.] SAML. A. AYERS, *Depty.*

(Endorsed:) Northwest Mut. Life. $1.00. 1 certificate. October 19th, 1870.

140 EXHIBIT No. 2.

Power of attorney to be filed by general agent.

Our liberties we prize and our rights we will maintain. (Picture.)

Know all men that the Northwestern Mutual Life-Insurance Company of Milwaukee, Wisconsin, do hereby constitute and appoint Isaac T. Martin, of Davenport, our general agent, with full power to appoint and remove all local agents for said company within the State of Iowa, and such appointments shall be as valid and binding as if made directly by the officers of said company.

Witness our hands and seal of the company hereto attached this day of Janurary, A. D. 1867.

[SEAL.] S. S. DAGGETT,
President.
A. W. KELLOGG,
Secretary.

[N. W. Mutual Life-Ins. Co., 50-cent revenue-stamp. Jany. 9, 1867.]

N. B.—All companies having general agents authorized to appoint local agents in Iowa must execute the above power of attorney,
141 to be filed in this office before their appointments can be recognized.

Auditor.

STATE OF IOWA,
Auditor's Office, Des Moines, Aug. 5th, 1873.

I, John Russell, auditor of state, do hereby certify that the foregoing is a full, true, and correct copy of the original power of atty. to Isaac

T. Martin, now on file in the office, & which was filed Janurary 17, 1867.
Witness my hand and seal of office the 5th day of August, 1873.

{ AUDITOR'S SEAL. } JOHN RUSSELL,
{ STATE OF IOWA. } *Auditor of State.*
SAML. A. AYERS,
Depty.

(Endorsed:) I. T. Martin. Filed Jany. 17, '67.

142 Ex. No. 3.

To the Auditor of State:

DEPARTMENT OF INSURANCE, STATE OF IOWA.

This is to certify that the persons named in the following schedule have been duly appointed agents for the transaction of the business of life-insurance, in the State of Iowa, during the year 1871, for the Northwestern Mutual Life-Insurance Company of Milwaukee, in the State of Wisconsin, so far as they may be empowered by their letters of appointment, powers of attorney, and the instructions which may be given to them by the said company.

In witness whereof I have hereunto set my hand and caused the corporate seal of said company to be affixed at the city of , in the State of , this day of 18 .

[COMPANY SEAL.] AUG. GAYLORD, *Secretary.*

SCHEDULE.

[Give christian name of agents in full, and the individual names of all members of firms. Each member of a firm must have a certificate of authority.]

143 Name of agent.	Place of residence.	County.
E O. Madisan	Glenwood	Mills.
Joel B. Taylor	Eldora	Hardin.
Nathan W. Garretson	Winterset	Madison.
Charles H. Halbrook	Onawa	Monona.
Frank E. Deggendorf	Dubuque	Dubuque.
James W. Martin	Mt. Pleasant	Henry.
Isaac Pendleton	Sioux City	Woodbury.
Isaac Garmor	Fort Dodge	Webster.
Phineas Helm	Orford	Tama.
Pope C. Kirkpatrick	Cresco	Howard.
Rodney W. Ferrill	Manchester	Delaware.
Morris McHenry	Denison	Crawford.
B. L. Matson	Anamosa	James.
J. L. McIntyre	Clarinda	Page.
A. H. Fonda	Independence	Buchanan.
Aug. Monsted	McGregor	Clayton.
Elijah D. Waln	Mt. Vernon	Linn.
J. P. Colby	Algona	Kossuth.
E. T. Holsapple	LeClaire	Scott.
A. B. Ecker	West Union	Fayette.
J. P. Johnson	Vinton	Benton.
Jno. W. Hankinson	Waterloo	Black Hawk.
Lester Perkins	Des Moines	Polk.
W. Glasmann	Davenport	Scott.
Franklin W. Allen, Oscar Allen	Marshallton	Marshall.
Charles W. Copeland, Archibald L. Duncan	Davenport	Scott.
144 Thomas E. Martin	"	"

STATE OF IOWA, AUDITOR'S OFFICE,
Des Moines, Iowa, Aug. 5, 1873.

I, John Russell, auditor of state, do hereby certify that the foregoing

is a full, true, and correct copy of the "appointment of agents," as full, true, and correct as the orginal now on file in this office, and which was filed therein February 1st, 1871. Witness my hand and seal of office this 5th day of August, 1873.

(Sgd.) JOHN RUSSELL,
Auditor of State.
{ AUDITOR'S SEAL, } SAML. A. AYERS,
{ STATE OF IOWA. } *Depty.*

(Endorsed:) State of Iowa, auditors' office, department of insurance. Appointment of agents by the Northwestern Mutual Life-Insurance Company of Milwaukee, Wisconsin. No. of agents, 30; 1 gen'l agt. Filed Feb'y 1st, 1871.

145 Ex. No. 4. [Pages 12 & 13.

NORTHWESTERN MUTUAL LIFE, MILWAUKEE, WIS.

Statement, December 31st, 1869. Filed January 31st, 1870.

Capital stock	Mutual.
Capital stock paid up	Mutual.
Assets	$6.757,532 36
Liabilities	$120,478 57

No. of agents.	Names.	Location.	Date of certificate.
1	I. T. Martin, gen'l ag't	Davenport	January 31, 1870.
2	J. H. Madisan	Glenwood	" " "
3	E. P. Madison	Do.	" " "
4	D. T. McNeil	Osceola	" " "
5	J. W. Martin	Mt. Pleasent	" " "
6	N. W. Garretson	Winterset	" " "
7	L. Perkins	Des Moines	" " "
8	J. B. Smith	Ottumwa	" " "
9	E. W. Hartman	Indianola	" " "
10	J. B. Taylor	De Witt	" " "
11	E. D. Waln	Mt. Vernon	" " "
12	E. W. Allen	Marshalltown	" " "
13	O. Allen	Do.	" " "
14	C. D. Lamb	Nevada	" " "
15	M. McHenry	Denison	" " "
16	C. F. Holbrook	Onawa	" " "
17	I. Pendleton	Sioux City	" " "
18	I. Garsnar	Ft. Dodge	" " "
19	J. W. Haukinson	Waterloo	" " "
20	J. W. Fleming	Maquoketa	" " "
21	B. L. Matson	Anamosa	" " "
146 22	A. H. Fonda	Independence	" " "
23	R. W. Firrill	Manchester	" " "
24	H. M. Parmlee	Iowa Falls	" " "
25	M. G. Coughtan	Newton	" " "
26	T. Rainsburg	Brooklyn	" " "
27	F. E. Deggendorf	Dubuque	" " "
28	A. Mousted	McGregor	" " "
29	J. C. Vapel	Elkader	" " "
30	J. Buckureyer	Decorah	" " "
31	J. M. Morehead	College Springs	" " "
32	J. S. McIntyre	Clarinda	" " "
33	H. B. Casswell	West Union	" " "
34	F. M. Moranville	Davenport	" " "
35	D. P. Marshall	Shellsburg	" " "
36	C. H. B. Otto	Cedar Rapids	February 1, "
37	I. N. Rice	Afton	April 23, "
38	W. Cleveland	Algona	" " "
39	W. Brush	Charles City	June 13, "
40	C. W. Copeland	Cedar Rapids	Oct. 19, "

STATE OF IOWA, AUDITOR'S OFFICE,
Des Moines, Aug. 5th, 1873.

I, John Russell, auditor of state, do hereby certify that the foregoing is a full, true, and correct copy of the record pertaining to the filing of statement and issuing of certificates of authority
147 to agents of the Northwestern Mutual Life-Insurance Co. of Milwaukee, Wisconsin, during the year 1870, as appears on pages 12 & 13 of "book D," life record.

Witness my hand and official seal of office this 5th day of August, 1873.

[SEAL.] (S'g'd) JOHN RUSSELL,
Auditor of State.

SAM'L A. AYERS, *Deputy.*

148 In U. S. circuit court, dist of Iowa.

H. G. ANGLE, PLFF.,
vs.
THE NORTWESTERN MUTUAL LIFE-INS. CO., deft.

It is stipulated that on the trial of the above-entitled cause the def't will produce, that they may be read in evidence, if desired, by either party, the following papers and documents, subject to exceptions for incompetency and immateriality, to wit:

1st. The bond given by said Angle for such proposed loan, a copy of which is set out as Exhibit 17 to the deposition of H. G. Angle.

2nd. The mortgage executed by said H. G. Angle and wife to secure said loan.

3rd. Exhibits 55, 56, & 57 are taken from letter-press copies, and are correct and admitted with the same effect as originals.

4th. It is further stipulated that Exhibits No. one, two, &
149 three, (1, 2, & 3,) hereto attached, are correct copies of original letters and papers now on file in the office of the auditor of the State of Iowa, and that Exhibit No. 4 is a correct transcript from book "D," of the "life record" kept in said office.

5th. That Exhibit No. one (1) was written by I. T. Martin, at Davenport, and was received in due course of mail at said auditor's office.

6th. That Exhibit No. two (2) was signed by S. S. Daggett, president, and A. W. Kellogg, secretary of the Northwestern Mutual Life-Insurance Company, and forwarded to said auditor by said company.

7th. That Exhibit No. three (3) hereto was prepared and executed by Aug. Gaylord, the secretary of said company, and forwarded to said auditor, and that such exhibits herein, Nos. 1, 2, 3, 4, hereto, with the admissions above as to authenticity, &c., may be read in evidence by the plaintiff on the trial of this cause without further or other proof thereof, subject to exceptions for incompetency or immateriality.

150 8th. It is further stipulated that the depositions taken by U. C. Blake and certified to this court July 29, 1873, may be filed herein, and used as evidence as fully as if filled at the time taken, and no objection shall be taken thereto by reason of any informality in the taking thereof or the certificate thereto.

May, 1874.

(S'g'd) POLK, H. & GOODE,
Attys. for Pltff.
NOURSE & KAUFFMAN,
Attys. for Deft.

(Endorsed:) U. S. c. court. No. . H. G. Angle vs. N. W. M. Life-Ins. Co. Stipulations. Filed June 29, '74. George B. Corkhill, clerk.

151 U. S. cir. ct., dist. of Iowa. In equity.

H. G. ANGLE
vs.
THE N. W. M. L. INS. CO. & OTHERS.

In this cause it is hereby stipulated and agreed that A. G. Kingsbury, esq., shall act as special examiner in taking the testimony of Hoyt Sherman and J. W. Ulm, witnesses for complainant herein.

April 29, 1874.

(Signed) POLK, HUBBELL & GOODE,
Pltff.'s Attys.
NOURSE & KAUFFMAN,
Deft.'s Attys.

And on this 29th day of April, 1874, at my office, in city of Des Moines, State of Iowa, appeared before me said witnesses, and, after being by me duly sworn each to testify the truth, as by law required, testified severally as follows, that is to say—

HOYT SHERMAN, of lawful age, being produced, sworn, and examined on behalf of the plffs., deposes as follows:

1st. inty. State your name, age, place of residence, and occupation.

152 Ans. My name is Hoyt Sherman; of lawful age; place of residence, Des Moines, Iowa; and my occupation is that of president of the Equitable Life-Insurance Company.

2 int. State what opportunities you have had of becomming expert in judging of handwriting of written instruments, signatures, &c.; and whether you consider yourself an expert in such matters.

Ans. I was for many years a private banker, then for several years cashier of the Bank of Iowa, and for the last six years have held a position in a life-insurance office. These positions require the exercise of careful judgment in reference to commercial paper. I think the duties of those positions require a knowledge of handwriting and signature, and I consider myself a fair judge of the same.

3rd int. Examiner an order dated May 12, 1871: "To the Northwestern Mutual Life-Insurance Co.," the defendant in favor of "Rev.

153 C. W. Copeland, agent," for $10,000, signed "H. G. Angle," and attached, as Exhibit No. 11, to J. H. Van Dyke's deposition, and give your opinion as an expert as to whether or not all the written portion of said order, including the figures, was written at the same time and by the same person and *or* hand, and whether the same pen and ink.

(Said order was here submitted to the witness.)

Ans. My judgment would be that all the written portion of the draft except the signature and the letters and figures cancelling the Government stamp, and the lower two parallel lines drawn over the words "drafts to the order of" were written with the same pen and ink and in the same handwriting, but there is nothing about the paper from which I can form an opinion as to the time of writing the different portions of the order except by the dates. The signature and the letters and figures

on the face of the Government stamp were evidently written by
154 the same person and with the same ink, and by a different person and with different ink from that written in the body of the order. The date of cancellation of the stamp, "5, 10, 1871," meaning May 10, 1871, would seem to indicate that the cancellation was made two days earlier than the date of the filling in of the body of the order.

4th int. State whether or not there is any difference in appearance between the words and figures "May 12" and "current funds," and the balance of the body of the order as to complexion and color of ink, or in any other respect.

Ans. I can't distinguish any material difference, except that the words "current funds" are in lighter shade, which can easily be accounted for by there being less quantity of ink on the pen at the time that those words were written.

5th. Examine the top line drawn through the words "drafts to the order of," and state whether or not the ink that that was done
155 with was the same ink or fluid used in the balance of the order, and whether or not at the same or a different time from the other writing in the order or the other lines of cancellation, and whether the continuation of that line from the letter "f" to the right was made at the same time, and with the same stroke of the pen as the balance of the line to the left.

Ans. I believe that the line referred to was drawn with different ink from that used in the other portions of the order. The line has evidently been traced twice with the pen, once stopping at the letter "f," and the other continuing on to the right, till it touches the first letter of the signature. The ink used in that line is very pale in color, and shows under close examination a dull, greenish tinge which none of the rest of the ink used in the order shows.

Cross-ex.:

Please examine the signature of H. G. Angle, attached to this order, and compare it with the signature to the original bond and mort-
156 gage in this case, and state whether or not, in your judgment, they were written with the same ink and with the same pen.

Ans. They were written with the same ink, in my opinion, and I suppose with the same pen.

X Q. 2. Please examine and compare the ink used in making the two lower heavy lines over the words "drafts to the order of," with the ink used in the signature to the order Exhibit No. 11, and state whether or not, in your opinion, it is the same ink in both.

Ans. In my opinion they are in the same ink.

Red. 1:

Please examine the written filling in of the blanks of the bond and mortgage used, and state whether, in your opinion, they were written with the same ink as the words "current funds," or the upper line of cancellation "of drafts to the order of," in the order Exhibit No. 11.

157 Ans. My judgment is that they are not the same ink.

(S'g'd) HOYT SHERMAN.

Subscribed and sworn to by the said Hoyt Sherman, before me, this 29th day of April, 1874.

[SEAL.] (S'g'd) A. G. KINGSBURY,
Notary.

J. W. ULM, of lawful age, being produced, sworn, and examined on behalf of the defendants, deposes as follows:

1st int. State, if you please, your name, age, place of residence, and occupation.

Ans. My name is J. W. Ulm, of lawful age. I reside in Des Moines, Iowa, and, by occupation, am a banker.

2d int. State what your oppertunities have been for becomming expert in judging of handwriting & signatures, &c., and whether or not you consider youself expert now in such matters.

158 Ans. I have been connected with banks as an active officer for about ten years. During that time it has been my duty to pass upon papers, as to signature, handwriting, &c. I consider myself a pretty fair expert in these matters now.

3d int. Please examine the order attached to deposition of J. H. Van Dyke, filed in this cause as Exhibit No. 11, thereto now shown you, and give your opinion as an expert as to whether said order, so far as the written portion thereof is concerned, was written at the same time and by the same person or hand and with the same pen and ink or fluid; and if not, state your opinion as to the different portions of such writing, what written at the same time and place and what portions by the same and by different parties, and with the same and different ink or fluid.

Ans. I have examined the order here produced, and I believe all that p ɔrtion of said order or draft was written with the same ink and
159 pen, and at the same time, except the words "current funds," and "May 12," and signature, and that the same was written by the same person.

The words "current funds" and "May 12," appears to be in the same hand, but the ink used appears to be of a lighter color, not so black, more of a brown, when examined under a glass, than other portions of the draft or order. The erasures of the words "drafts to the order of" appear to have been done first with a pale ink, with a greenish tinge, one stroke stopping at the letter "f" in the word "of" and the other apparently with the same pen and ink over the first, and extending to the letter "H," in the signature; this may have been done with the same pen and ink. The other two lines drawn over the same words are of a very black and with a rather coarser pen than that used in writing the draft, but appears to be the same pen used in drawing the light-colored lines above them. I cannot tell whether these lines were drawn at the same or at a different time.

160 4th q. State whether the upper line referred to appears to have been made with the same ink or fluid as any other portion of said order; and, if yea, or if it might have been so made, then what portion.

Ans. The pale ink above referred to may have been made by dipping a pen having black ink on it into red or carmine ink, and used in this condition, or it may have been made by using carmine ink long exposed to the air and dust in which a steel pen had been left standing. There is no other po.tion of the d.aft, so far as I can see, that appears to be made with that colored ink.

5th Q. State whether there is anything else upon the face of the order written with the same pen, ink, and hand as the signature "H. G. Angle," and, if so, what.

Ans. The letters or initials "H. G. A.," also the figures "5, 10,
161 1871," appear to be written with the same pen, ink, and by the same person as the "H. G. Angle."

6 Q. Please examine the bond and mortgage in controversy in this case now shown you, and state whether the filling in of said instruments or either of them was done with the same ink or fluid as was used on any part of said order, Exhibit No. 11, and, if yea, what part.

Ans. I do not think the same ink was used in drafting the instruments refer'ed to as was used in drawing the draft or order under examination, or any part of it.

X Q. 1. Please examine the signatures to the original bond and mortgage in this case, and the signature to the draft or order, and state if the same, in your opinion, were written with the same ink.

Ans. I have made the examinations as requested, and believe that they were.

(Sgd) JNO. W. ULM.

162 Subscribed and sworn to by the said Jno. W. Ulm before me this 29th day of April A. D. 1874.

(Sgd) A. G. KINGSBURY, *Com.*

163 United States circuit court, dist. of Iowa. In equity.

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INSURANCE Co., and others.

UNITED STATES,
Dist. of Iowa, ss:

I certify that, in pursuance of the annexed stipulation by and between the respective attorneys for the parties in the above-entitled cause, I caused to come before me, at my office, in Des Moines, Polk County, State of Iowa aforesaid, on the 29th day of April, 1874, between the hours of 9 a. m. & 5 p. m. of that day, Hoyt Sherman and Jno. W. Ulm, the witnesses in said stipulation named, who were then there by me duly sworn and examined by the said att'ys respectively, and their examinations reduced to writing, and signed by said witnesses respectively in my presence, and their said depositions are now herewith returned.

Witness my hand and seal hereto affixed. Des Moines, Polk Co., Iowa, April 29, A. D. 1874.

[SEAL.] (Sgd) A. G. KINGSBURY,
Special Notary and Examiner.

164 Fees. Depositions 30 fol., at 20c.=$6. Recd. payt.

(Endorsed: No. Eq., U. S. C. C. dist. of Iowa. H. G. Angle vs. The Northwestern Mutual Life-Ins. Co., et al. Depositions of Hoyt Sherman, Jno. W. Ulm. A. G. Kingsbury, sp. ex. Filed Jun. 27, 1874. George B. Corkhill, clerk.

165 *Dedimus potestatem.*

Circuit court of the United States, district of Iowa, ss:

To U. Clarence Blake, Cedar Rapids, Iowa, greeting:

Know ye that, in confidence of your prudence and fidelity, you have been appointed and by these presents you are invested with full power and authority to examine any and all witnesses that may be brought before you, on their corporal oaths, as witnesses in a cause depending

in the circuit court of the United States for the district of Iowa, wherein H. G. Angle is plaintiff, and The Northwestern Mutual Life-Insurance Co. is defendant, on the part of the plaintiff.

And, therefore, you are hereby commanded that at certain days and places to be appointed by you for that purpose, of which time and place you do cause the said parties or their attorneys to be notified, and such witnesses as shall come before you you shall then and there examine on oath. That such interrogatories as shall be propounded to the said witnesses you shall cause to be written out, and the answers thereto to be inserted immediately following the respective interrogatories; that you cause the whole to be read over to the witnesses, and the same to be subscribed by them, and duly sworn to before you; that you take said deposition, in accordance with your certificate which you will attach to the deposition of each separate witness, stating that it was subscribed and sworn to by the said witness at the time and place therein mentioned; that you then seal up the whole, including this commission and the interrogatories hereto annexed, all enclosed in one envelope, and return the same by mail to the clerk of the United States circuit court at Des Moines, Iowa; that you endorse on the outside of said envelope thus directed, the title of the cause in which the deposition is to be used, and that you execute this commission with all convenient speed.

Witness the honorable Salmon P. Chase, Chief-Justice of the Supreme Court of the United States, this 2nd day of December, 1872, and in the 97th year of the Independence of the United States of America.

[SEAL.] Attest.

(Signed) GEORGE B. CORKHILL,
Clerk of the United States Circuit Court, District of Iowa.

NOTE.—The person before whom depositions are taken must cause the interrogatories propounded (whether written or oral) to be written out, and the answers thereto to be inserted immediately underneath the respective questions. The answers must be in the language, as nearly as practicable, of the witness, if the party require it. The whole being read over by or to the witness, must be by him subscribed and sworn to in the usual manner.

All exhibits produced before the person taking the deposition, or proved or referred to by any witness, or correct copies thereof, must be appended to the deposition and returned with them, unless sufficient reasons be shown for not so doing.

The person taking the deposition shall attach his certificate thereto stating that it was subscribed and sworn to by the deponent at the time and place therein mentioned.

166 In circuit court of the United States.

H. G. ANGLE
vs.
NORTHWESTERN MUTUAL LIFE-INSURANCE Co., et al.

To said defendant, or Nourse, Kauffman & Holmes:

You are hereby notified that the examiner appointed at the request of the plaintiff in the above-entitled case, has fixed the 18th day of December as the time at 9 o'clock a. m., and the office of Mills and Blake, at Cedar Rapids, Iowa, as the place where he will examine such witnesses

as are brought before him on behalf of plaintiff in above cause. Said examination to be continued from day to day until completed.

You can attend, if so advised.

(Signed) YATCH & WRIGHT,
Solr's for Complain't.

167 (Endorsed:) We hereby admit full and legal service of the within notice this 7th day of December, A. D. 1872.

(Signed) NOURSE, KAUFFMAN & HOLMES,
Deft.'s Attys.

168 Depositions of witnesses produced, sworn, and examined at the city of Cedar Rapids, Linn County, and State of Iowa, before me, U. Clarence Blake, examiner, in pursuance of the annexed commission to me directed, in an action now pending in the circuit court of the United States in & for the district of Iowa, wherein H. G. Angle is plaintiff and the Northwestern Mutual Life-Insurance Company is defendant, on the part of the plaintiff, and by agreement of counsel those on the part of defendant.

E. HINKLEY being produced, sworn, and examined on the part of the plaintiff, deposed as follows:

My name is E. Hinkley; aged 61; & by occupation a day laborer; & reside in the city of Cedar Rapids; have been acquainted with H. G. Angle, the plaintiff herein, about 12 years; was in the month of May, 1871, in the employ of plaintiff.

169 Interrogatory. Look at the paper now shown to you & state whether or not while you were in the employ of Mr. Angle you received this paper; &, if so, from whom did you receive it, & the time when you received it, as near as you can remember.

(Objections to interrogatory by defendant's atty., because the evidence called for is incompetent & immaterial, the paper being a declaration of the party.)

(Here paper shown to witness & hereto attached & marked "Exhibit A.")

Answer. While in the employ of Mr. Angle I received this paper, & I rec'd the same from Mr. Angle, & about the 22d day of May, 1871.

Interrogatory 2. State the circumstances connected with the leaving of this paper with you; also state whether or not Mr. Angle was about leaving Cedar Rapids when the paper was given you by him, &
170 whether plaintiff left; &, if so, how long after he left this paper with you.

(Objection to interrogatory by defendant's atty., because the evidence called for is incompetent & immaterial.)

Ans. The paper was given me on Monday. He said he was going to Iowa City. He returned in the afternoon, & in the evening he left this paper with me. He was about leaving Cedar Rapids at that time. He left Cedar Rapids the morning after. Mr. Angle was absent from home some few days; do not remember the exact number of days.

Cross-examination:

Int. 1. How do you know what day it was you received this paper?

Ans. I have a memorandum-book, & in it I put down the day Mr. Angle & his wife went away. Mr. Angle came back that afternoon and left with me this paper.

171 Int. 2. State where your memorandum-book is, & when you last saw it.

Ans. It is in Illinois, & the last I saw it was about August last.

Int. 3. Who endorsed the memorandum on the back of this paper, & when was it done?

Ans. I wrote that on the back of it, & in September last.

Int. 4th. Where were you when you made that endorsement, & where was your memorandum-book?

Ans. I made the endorsement here in Cedar Rapids, & the memorandum-book was in Illinois.

Int. 5. What was the nature of your work or employment for Mr. Angle?

Ans. Part of the time I was teaming for him, & part of the time I was at work around his building.

172 Int. 6. How frequently was Mr. Angle absent from home during the months of April, May, & June, 1871?

Ans. I do not know as I could tell you. He was absent quite often.

Int. 7. Does your memorandum-book contain a statement of every time he left Cedar Rapids during those months, or does it contain only one memorandum of his absence?

Ans. I made a memorandum some two or three times—not every time.

Int. 8th. Does your memorandum-book make any mention of this paper being delivered you?

Ans. It does not.

Int. 9th. Did Mr. Angle's wife go with him at the time you refer to; &, if so, where did she go?

173 Ans. She left on Monday, & I understood she was going to Princeton, Illinois.

Int. 10. Who was it went to Iowa City?

Ans. Mr. Angle told me he had been to Iowa City that day, & had come back.

Int. 11. Did he tell you what he went to Iowa City for?

Ans. To see Mr. Copeland, if I understood him right.

Int. 12. Had you, at that time, heard that Copeland was missing?

Ans. I had not.

Int. 13th. Was the paper written by Mr. Angle after he returned from Iowa City that Monday?

Ans. It was.

Int. 14. Did Mr. Angle and his wife leave Cedar Rapids together

174 the next day?

Ans. They left in the morning, & Mr. Augle returned in the afternoon and wrote that paper, & left it with me, & left Cedar Rapids the next morning.

Re-examination:

Int. 1. State whether or not there was any difference paid you in the price of your wages when Mr. Angle was absent & his house shut up from what it was when he was at home.

Ans. When he was absent from home & his house closed up I had the same wages as if he was at home.

Int. 2. State, if you can, why it was, or what induced you to keep a memorandum of the time when Mr. Angle was away from home.

Ans. Very often when Mr. Angle was going away, when he was

175 going to Ottumwa, I put down "Mr. Angle gone to Ottumwa," or to Chicago, as the case might be.

(Signed) E. HINKLEY.

Subscribed in my presence by the said E. Hinkley, & by him sworn to before me this 18th day of December, A. D. 1872, at the city of Cedar Rapids, Ia.

(Signed) U. CLARENCE BLAKE,
Examiner.

176 STATE OF IOWA,
Linn County, ss:

I, U. Clarence Blake, do hereby certify that, in pursuance of the annexed commission to me directed, I caused to come before me at the office of Mills & Blak', Cedar Rapids, Iowa, on the 18th day of December, 1872, E. Hinkley, who was then & there by me swo'n and examined, & such examinations reduced to writing by me; & after being by me read over to the said witness, the same was subscribed & sworn to by him in my presence, & his deposition is herewith returned. And I further certify that J. M. Preston & J. M. Whittam were present & conducted said examination on behalf of the plaintiff, & C. C. Nourse was present & cross-examined said witness on part of defendant.

Given under my hand this 18th day of December, 1872, at Cedar Rapids, Ia.

(Sgd) U. CLARENCE BLAKE,
Examiner.

177 The foregoing testimony of E. Hinkle, taken by agreement of parties. No objection shall be taken to Hinkle's evidence because of the absence of the pleadings as to the relevancy, if made relevant by any amendment of the pleadings; all other objections as to competency or relevancy reserved by defendants. It is further agreed to adjourn the further taking of evidence for pltff. until January 2, 1873, at 2 o'clock p. m.

And further, that if, at such time, it shall not be convenient for deft.'s atty. to attend, that the deft. shall be entitled to a further adjournment to such time as may be agreed upon.

(Signed) NOURSE & KAUFFMAN,
Attys. for Deft.
WHITTAM & PRESTON,
Attys. for Plff.

178 Pursuant to the adjournment as above stipulated between the parties on this 15th day of July, 1873, at 3 o'clock p. m., at Cedar Rapids, Ia., at the office of Mills & Blake, I continued the taking of said depositions in pursuance of annexed commission, as follows.

(Signed) U. CLARENCE BLAKE,
Examiner.

WILLIAM W. SMITH, of lawful age, being produced, sworn, & examined on the part of plaintiff, deposes as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. W. W. Smith; 53 years of age; merchant; Cedar Rapids, Ia.

Int. 2. Are you acquainted with the parties to this suit, or either of them; &, if so, how long?

Ans. Have been acquainted with H. G. Angle some 20 years.

179 Int. 3. State if you know one C. W. Copeland. If so, where & when did you know him?

Ans. I know him. Knew him at Cedar Rapids in years 1868 & 1869 and up to the time he left Cedar Rapids, which was in the spring of 1871.

Int. 4. State, if you know him, in what business he was engaged during the time he was in Cedar Rapids.

Ans. During 1 & ½ years after he came to Cedar Rapids he preached in the Methodist Episcopal Church, and the residue of the time from the latter part of January, 1871, & up to the time he left, he was acting as insurance & loan agent of the Northwestern Mutual Life-Insurance Company of Milwaukee, Wis.

Int. 5. State what you mean by loan agent.

180 Ans. Mr. Copeland represented to me that he was authorized by the Northwestern Mutual Life-Insurance Company of Milwaukee, Wis., to loan money for said co.

(Answer objected to by deft. as not competent exidence, & as hearsay.)

Int. 6. State, if you know, of C. W. Copeland negotiating loans for said company, or offering to negotiate loans for said co.

Ans. He offered to negotiate a loan for me anywhere from 5 to $10,000 if I needed the money, & further represented that he was going to remove his office to Davenport, & if I ever wanted any money to call upon him at any time & he could procure for me the money of the company, & he proposed to negotiate a loan for my book-keeper, J. G. Krebs, & did take some steps in that direction, & some papers in relation to the loan were made by Mr. Copeland in my store & sent to Mr. Martin, at Davenport, for that loan.

181 (Answer objected to by dfdt. as incompetent & hearsay & secondary.)

Int. 7. State who Mr. Martin is, what his initials are, & in what business is he engaged.

Ans. Initials are I. T. Martin; is general agent for State of Iowa for the Northwestern Mutual Life-Ins. Co. At least he so represents himself.

Int. 8. State whether said Copeland exhibited to you any papers, pamphlets or other documents showing his said agency. If so, what did he so exhibit to you, & is the pamphlet here, now shown to you & marked "Exhibit B," by the examiner, one of such documents?

Ans. He made such exhibitions to me. He put up some posters in my store representing himself as agent of the Northwestern Mutual Life-Insurance Co., also some business cards, one of which is filed

182 as "Exhibit C," & handed me, the pamphlet marked "Exhibit B." These are all I recollect now of his having exhibited to me.

Int. 9. Can you produce any of the posters or hand-bills exhibited to you by Mr. Copeland?

Ans. I cannot. I mooved out of my store and all such things were destroyed.

Int. 10. State, as near as you can, the contents of those posters.

(Objected to by dfdt. as immaterial, secondary, & incompetent.)

Ans. I cannot give the general reading of it. Were headed, giving description of the business, assets, life-insurance posters, & had C. W. Copeland's name on them as agent.

Int. 11. State, if you can, how the papers were made out referred to by you, which were sent to I. T. Martin; whether in writing or

183 printed blanks filled up, & what did those papers consist of or purport to be?

(Question objected to by dfdt., for the papers are the best evidence.)

Ans. The papers were printed blanks filled up; were applications for a loan. I think Mr. Krebbs made an application for a loan of $1,000 to

the ins. co. through Mr. *Coleman*, & the papers gave a description of the property & its value.

Int. 12. Who signed this application?

Ans. J. G. Krebbs.

Int. 13. State whether Mr. Copeland, at the time this application was made, made any representations as to what the company required of parties to whom they should loan money. If so, what did he state the requirements of the company to be?

(Objected to by dfdt. as calling for incompetent & hearsay.)

184 Ans. All I can remember is that Mr. Copeland stated to Mr. Krebbs that there would be no trouble in him, Krebbs, getting such a loan on his homestead; that the co. preferred farm security to any other, but that they would loan on town-property security.

Int. 14. State if you ever had any interview with the I. T. Martin referred to in reference to the agency of Mr. Copeland. If so, when was it, & where, & what did he say on the occasion?

(Objected to by dfdt. as calling for incompetent testimony.)

Ans. I had a conversation with Mr. Martin, shortly after Mr. Copeland left, in my store in said Cedar Rapids.

Int. 15. Did you ever have an interview with Mr. Martin before Mr. Copeland left?

Ans. I do not recollect of ever having any.

185 Int. 16. State the time when Copeland proposed to negotiate a loan with you; also the time when he proposed to negotiate with Mr. Krebbs for a loan, as near as you can.

(Objected to by dfdt. as immaterial.)

Ans. He proposed to make a loan for me on several occasions between the middle of January & middle of February, 1871, & to Mr. Krebbs about the middle of February, 1871.

Cross-examination:

Cross-int. 1. Did Krubbs or Copeland mail the papers you speak of to I. T. Martin at Davenport?

Ans. Mr. Copeland took them from my store with that intention.

Cross-int. 2. Did Copeland sign his name to any of the papers referred to?

Ans. No, sir; not that I know of.

Cross-int. 3. To whom was the application for a loan addressed in the heading of it?

186 Ans. It was addressed to the Northwestern Mutual Life-Ins. Co.

Cross-int. 4. Was there anything on the face of the application or in any of the papers made out for Krebbs that showed upon their face that Copeland ever had anything to do with them?

Ans. I do not know that Copeland's name ever appeared on them at all. He wrote a letter accompanying the papers addressed to Mr. Martin.

Cross-int. 5. Did Krebbs ever get any loan on that application?

Ans. He did not.

Cross-int. 6. Is that the only application for a loan that you knew Copeland to have anything to do with?

Ans. That is the only one that ever came under my personal observation.

187 Redirect:

Int. 1. State if you know on what application Krebbs obtained a loan, if any, & when was the application made?

Ans. After Mr. Copeland left, Mr. Krebbs wrote to Mr. Martin, & Mr. Martin answered the letter in not favorable terms, & Mr. Krebbs made application through a friend of his in Wisconsin who was an agent of the said co., & on that application he got his loan.

(Signed) W. W. SMITH.

Subscribed in my presence by the said W. W. Smith, & by him sworn to before me this 15th day of July, 1873.

(Signed) U. CLARENCE BLAKE,
Examiner.

188 J. G. KREBS, of lawful age, being produced, sworn, & examined on the part of the plaintiff, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. J. G. Krebs; 30 years of age; merchant; reside at Cedar Rapids.

Int. 2. State whether you are acquainted with the parties to this suit; if so, how long?

Ans. Have been acquainted with H. G. Angle 6 years, & with Northwestern Mutual Life-Ins. Co. 11 years.

Int. 3. State whether you are or were acquainted with C. W. Copeland, or with I. T. Martin; if so, how long have you known them or either of them?

Ans. I knew Copeland when he was here in 1871; I knew him from the time he came here until he left. I never saw I. T. Martin here
189 but once, when he was here in July, 1871.

Int. 4. State what business Mr. Copeland was engaged in while you knew him in Cedar Rapids.

Ans. Preaching in the former part, & acting as the agent of the Northwestern Mutual Life-Ins. Co. during the latter part of his stay.

Int. 5. State about the time he left Cedar Rapids if you know.

A. I do not know.

Int. 6. State in what business he was engaged in Cedar Rapids during the months of February, March, April, & May, 1871.

Ans. During March & April he was acting as ag't for Northwestern Mutual Life-Ins. Co. Do not know in what business he was engaged in February.

Int. 7. State whether you had any business with Copeland as
190 agent of the Northwestern Mut. Life-Ins. Co. during that time; if so, state what.

Ans. I delivered to him in March an application for a loan from the company; that is all the business I had with him. I drew up the application myself & handed to him.

Int. 8. State whether or not he represented himself to you as the agent of the Northwestern Mutual Life-Ins. Co. to transact business for them & to solicit loans & negotiate loans.

(Objected to as leading, & as calling for incompetent & hearsay evidence.)

Ans. He represented himself as agent to me, & stated that my application would have to go through his hands.

Int. 9. State whether or not he produced or furnished you any printed cards or circulars, showing his agency at or before the time you made the application above spoken of.

Ans. He handed me cards of the comp'y, & I cannot remember
191 whether his name was upon them or not.

Int. 10. State whether or not you have any of those cards & circulars in your possession. If not, what has become of them?

Ans. I have not; they were posted up in the store of W. W. Smith.

Int. 11. Examine the several exhibits attached to the deposition of W. W. Smith taken herein, & state whether you recognise any of said cards or circulars exhibited to you by said C. W. Copeland, at or before making the application above spoken of.

Ans. Yes, sir, I saw the same as these, but don't know that these are the identical ones.

Int. 12. State whether or not the posters, circulars, & cards exhibited to you by said Copeland, contained any statement or reference to himself as the agent of the co. If so, state what.

192 (Objected to as calling for secondary evidence.)

Ans. His own card bears his name as agent of the co. Do not remember whether the posters have his name on or not.

Int. 13. State the circumstances connected with your making an application through C. W. Copeland for a loan in the Northwestern Mutual Life-Ins. Co., & what induced you to go to him in the first instance to make application.

(Objected to as immaterial & incompetent by d'f'd't.)

Ans. I had sent for blank applications to John L. Dear, agent at Madison, Wisconsin; while getting them up—filling them up, Mr. Copeland informed me that he was the agent of the co. & that my papers or my application for a loan would have to go through his hands.

Int. 14. State fully what Mr. Copeland told you about his agency
193 at that time, whether he was agent for soliciting loans or for insurance or for both for the company.

(Objected to as leading & calling for hearsay & incompetent evidence by de'f'd't.)

Ans. He represented himself to me as agent for both insurance & making loans for the co.

Int. 15. State whether or not your application for a loan in the Northwestern Mutual Life-Ins. Co., which you say was filled out & handed to Copeland, was a printed blank or was it all written out?

Ans. It was a printed blank.

Int. 16. State who furnished this blank or blanks to you.

Ans. John S. Dean, of Madison, Wis.

Int. 17. Did C. W. Copeland furnish you any blank or blanks
194 to be filled up & forwarded to the co. to enable you to procure said loan?

Ans. He did.

Int. 18. State whether or not you used the blanks furnished to you by Copeland; &, if so, to whom did you deliver them after they were executed or filled up?

Ans. I used the blanks received from Copeland as copies, which are in my possession. I used them as copies, as I had already filled out the blanks I had recd. from Dean.

Int. 19. State what you did with the blanks that you received from Dean which were filled out by you.

Ans. I delivered them to C. W. Copeland.

Int. 20. State whether or not the blanks you recd. of Copeland & which you used as copies were the same kinds of blanks furnished you by said Dean.

195 Ans. I think there were no difference.

Int. 21. If you have the copies of the blanks which you received from Mr. Copeland will you attach them to your deposition as a part thereof?

Ans. I will, & they are hereto attached & marked "Exhibits D & E."

Int. 22. State what became of the application thus made by you for a loan to the Northwestern Mutual Life-Ins. Co., after you delivered it to Mr. Copeland.

Ans. They were answered by I. T. Martin, of Davenport.

Int. 23. State whether such answer was by letter or otherwise. If by letter, have you the same & will you attach it to your deposition as a part thereof?

Ans. It was by letter, & which I have, & which I hereto attach & mark "Exhibit F."

Int. 24. State what next became of the application, if you know;
196 whether you received any communication from the company indicating the acceptance or rejection of your application. If so, state whether you recd. it directly from the co. or was the same enclosed to you in a letter from I. T. Martin? If so, exhibit the letter of acceptance & the letter enclosing the same, & attach it hereto as a part of your answer.

Ans. After I. T. Martin declined making the loan on my security, I wrote direct to the co. They accepted my application, which was the same one I delivered to Copeland. It was accepted by letter sent through I. T. Martin. The letter of acceptance is hereto attached & marked "Exhibit G," & the letter enclosing the acceptance from I. T. Martin is hereto attached & marked "Exhibit H."

Int. 25. State whether or not you executed a bond & mortgage to said co. for said loan? If so, from whom did you receive said bond & mortgage, & were they upon printed blanks or all written out?

197 Ans. I think I recd. them from I. T. Martin; they were on printed blanks, the ones I recd. from Martin. I think the bond and mortgage were blanks & that I filled them out here. I afterwards executed them here.

Int. 26. State whether you recd. said bond & mortgage from said Martin personally or by letter? If by letter, will you attach the same to this deposition as part of your answer?

(Objected to for the reason that the witness has already answered that he only recd. the blank from Martin, & that the same is leading.)

Ans. By letter, and the letter is hereto attached as Exhibit I.

Int. 27. State what you did with the bond and mortgage after you executed it, & to whom did you send it?

198 Ans. I sent it direct to the co.

Int. 28. State whether or not you recd. any communication by letter or otherwise requesting you to forward your securities to him. If so, state whether it was by letter, &, if by letter, please attach the same to your deposition as part of your answer.

Ans. By letter, & I hereby attach it marked Exhibit J.

Int. 29. State why you did not deliver these several papers to C. W. Copeland—the bond & mortgage, &c.

(Objected to as wholly immaterial & incompetent.)

Ans. I do not know. I do not remember whether he was here or not.

Int. 30. Do you recollect anything about C. W. Copeland absconding in the spring of 1871, & was it before you executed the bond &
199 mortgage referred to?

Ans. I do remember of him absconding. I think it was before I executed my mortgage.

Int. 31. Did you continue your negotiations with the co. through I. T. Martin for said loan after said Copeland absconded?

Ans. Yes, sir.

Int. 32. You state that you recd. blank applications from J. S. Dean.

State who J. S. Dean was, whether he was acting agent or otherwise for the Northwestern Mutual Life-Ins. Co.?

(Objected to as immaterial.)

Ans. J. S. Dean is agent for the Northwestern Mutual Life-Ins. Co., at Madison, Wisconsin, & was at the time I recd. the blanks such agent.

Int. 33. If such blanks were recd., state whether such blanks were recd. by letter or otherwise. If by letter, attach the same to your
200 deposition as part of your answer.

(Objected to as immaterial.)

Ans. By letter, & hereto attached as Exhibit K.

Int. 34. State whether or not said I. T. Martin came to Cedar Rapids to see you pending such negotiations for said loan?

Ans. I do not know whether he came to see me personally. I got my money from him while here.

Int. 35. State what was the amount of the loan made & when it was paid to you by the said I. T. Martin, & when paid.

Ans. $1,000 was amount of loan, & it was paid to me in draft July, 1871, at Cedar Rapids.

Int. 36. State whether or not the said I. T. Martin, or any other
201 agent of the co., examined the property you gave as security for the loan prior to paying the money over to you.

Ans. Not that I know of.

Int. 37. When the said Martin paid you the money so borrowed, did you give him any receipt or voucher therefor?

Ans. I think I did.

Int. 38. Was this voucher a printed blank? If so, who furnished it to you at the time you executed it?

Ans. Don't remember anything about it. I was obliged to send to Marion for a certificate to the effect that there was no incumbrance on the property since abstract of my property was forwarded. I was very busy that morning & don't remember distinctly about the receipt.

Int. 39. State at whose instance you sent to Marion for the certificate you speak of, & to whom did you deliver it after you received it?
202 Ans. I. T. Martin requested me to send for it, & delivered it to I. T. Martin.

Cross-examination:

Int. 1. Did not the amount of your loan from the co. come in a draft payable to your order?

Ans. It did.

Int. 2. Did I. T. Martin pay you any money on that transaction, or do anything with reference to the payment of the loan except the delivery of the draft for the amount?

Ans. He did not.

Int. 3. Did you receive letter, Exhibit F, directly by mail from Martin, & did Copeland have anything to do with it to your knowledge?

Ans. I recd. it direct from I. T. Martin; do not know as Copeland saw it.

203 Int. 4. Who filled out the original application for the loan that was sent to Martin?

Ans. I did myself.

Int. 5. How long after it was filled out by you before Copeland knew you had such papers, & how came he to ascertain it, if you know?

Ans I do not think it was over three days. He found out that I was about to make an application by his being in the store where I was at the

time clerking, & was told, I think, by W. W. Smith, that I was about to ask a loan from the co.

Int. 6. Had you ever any talk with Copeland about procuring a loan before the time he happened into the store above referred to?

Ans. I think not.

204 Int. 7. Did you see the cards & circular testified to by you before the time Copeland happened in the store & ascertained that you were trying to procure a loan as above referred to?

Ans. I did.

Int. 8. How long before?

Ans. I do not remember; could not have been a great while.

Int. 9. Did Copeland have anything to do with the application except to forward it by mail to Martin, as you know of?

Ans. He did not.

Int. 10. You say Martin declined the loan. Did he say anything to you or write anything to you on that subject except what is contained in his letter, Exhibit F?

205 Ans. He did not.

Int. 11. Have you a copy of the letter you wrote directly to the co. after receiving the letter, Exhibit F, from Martin?

Ans. I do not know; I think not.

Int. 12. Was not Copeland in Cedar Rapids, & did he leave Cedar Rapids until some time after you received the letter, Exhibit F, from Martin, & wrote your letter to the company?

Ans. I do not remember.

Int. 13. State if you have in your possession any correspondence or letters from Mr. Farnham, sec'ty of the Northwestern Mutual Life-Ins. Co., & any circular received during your negotiations for said loan; if so, please attach the same & mark them exhibits to this deposition.

(Objected to as not being cross-examination.)

206 Ans. I have, & hereto attach them, marked "Exhibits L, M, N, O. I got the circular, Exhibit O, from John S. Dean.

Int. 14. State if these letters, Exhibits L, M, N, were in answer to your letters & application for loan referred to in your evidence, & whether they were recd. by you pending the negotiations.

(Objected to as not being cross-examination.)

Ans. They were.

Int. 15. Was the circular, Exhibit O, sent to you by Dean at the time he furnished you the blanks & wrote you the letter heretofore set out by you as an exhibit?

(Objected to as not being cross-examination.)

Ans. Was sent at the same time by Dean.

207 Redirect ex.:

Int. 1. Do you know whether these letters, marked "Exhibit L, M, & N," were sent to you directly by the writer, or did you receive them from I. T. Martin as you recd. the other papers?

Ans. I think they came direct from the writer.

Int. 2. Do you know to whom you forwarded the abstract of title?

Ans. I think, direct to the company.

Int. 3. State whether or not the several letters set out as exhibits to your deposition were recd. by you in due course of mail after the time they bear date.

Ans. All, excepting my first one from I. T. Martin, Exhibit F. I was absent from the city when the letter arrived here.

Int. 4. State how long it was you were absent, & about the time you received said letter.

208 Ans. I was absent about 30 days, & recd. the letter about May 5, 1871, about 1 week after the letter came.

Int. 5. State whether you saw C. W. Copeland between the receipt of that letter & when he absconded.

Ans. I don't remember.

Int. 6. Do you know where he and his family resided at the time you received the letter?

Ans. I do not remember.

(Signed) J. G. KREBS.

Subscribed in my presence by the said J. G. Krebs, & by him sworn to before me this 16th day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

209 PHILLIP HAINES, of lawful age, being produced, sworn, and examined on the part of the plaintiff, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. Phillip Haines; aged 64 years; stone-dealer by occupation; & reside at or near Anamosa, Jones Co., Ia.

Int. 2. State whether you are acquainted with C. W. Copeland. If so, when & where & how long have you known him?

Ans. My first knowledge of Mr. Copeland was in connection with a stone-contract at Cedar Rapids, while he was residing at Cedar Rapids, in 1870.

Int. 3. State what business C. W. Copeland was engaged in, if you know, while you knew him.

210 Ans. He was represented to be in the life-insurance business, & loaning money for the Northwestern Mutual Life-Ins. Co., of Milwaukee.

(Objected to as being incompetent and hearsay.)

Int. 4. State whether said Copeland either negotiated or proposed to negotiate for a loan of money to you. If so, state what repesentation he made to you as to the loan of said money, & for whom he was acting. State fully.

(Objected to as calling for incompetent and hearsay evidence.)

Ans. I called on Mr. Copeland, in Cedar Rapids, to negotiate a loan for Mr. Lewis, my then partner, on the ½ interest in the premises known as the Anamosa stone-quarry. He stated that the ins. co. he represented was loaning money, & asked the particulars concerning the quarry & property. He thought there would be no difficulty in
211 making the loan according to my representations, & promised to call and see the premises himself. He stated to me that he was the fully-authorized agent for the State of Iowa for said N. W. Mut. Life-Ins. Co., *Company* & whatever representations he made after seeing the premises would be a final'ty in the matter, & that he thought there would be no doubt but what he could obtain the money or that it could be obtained.

Int. 5. State when this was, as near as you can.

Ans. I think it was in the summer of 1871. I think it was in the early part of summer or spring.

Int. 6. State if you learned when said Copeland left Cedar Rapids & absconded. If so, was the negotiation you referred to before he absconded; if yes, how long before?

212 Ans. It was not very long before he absconded, but shortly before. I never had but the one interview with him on that subject.

Cross-examination:

Int. 1. Did Copeland tell you in that conversation that your partner would have to make out or fill up a written application addressed to the company at Milwaukee, & such application would have to be forwarded to Milwaukee & passed upon there?

Ans. He told me that there would have to be an application made out, but not necessary until he had viewed the premises, & then he would fill up such a one as would be necessary.

Int. 2. Did he tell you that the application had to be forwarded to Milwaukee & passed upon there by the proper officers of the company?

213 Ans. He did not.

Int. 3. Did he tell you that an appraisement & a description of the property had to be made out & certified by 3 citizens, & forwarded to the company at Milwaukee & examined there?

Ans. He did not.

Int. 4. Did he give you any circular or printed instructions setting forth what had to be done in order to secure a loan from the company?

Ans. He did not.

Re-examination:

Int. 1. State whether said Copeland made any further representations in reference to the co. negotiating a loan or about his having loaned money for the co. to other parties; if so, state fully.

(Objected to as calling for hearsay & incompetent evidence.)

214 Ans. He said that it was not necessary to do anything further until he had examined the premises; that he had loaned money. He cited but one instance where he had or was negotiating a loan; that he had about completed a large loan for Mr. Angle; that there were other applications for loans in town which would have to be considered before that of my partner's.

Int. 2. State whether said Copeland examined the premises referred to. If not, for what reason, if you know.

(Objected to as immaterial & incompetent.)

Ans. He did not examine the premises. I have no reason to give except that he absconded before the time came around to meet that point.

(Signed) PHILIP HAINES.

215 Subscribed in my presence by the said Philip Haines, & by him sworn to before me this 16th day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

216 WM. B. LEACH, of lawful age, being produced, sworn, and examined on the part of the plaintiffs, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. W. B. Leach; 41 years old; atty. at law; reside at Cedar Rapids.

Int. 2. State whether you are acquainted with the parties to this suit; &, if so, how long have you known them, or either of them?

Ans. I have known plaintiff 8 years.

Int. 3. State whether or not you are acquainted with one C. W. Copeland; if so, how long have you known him, & where did he reside when you knew him?

Ans. I knew him in Cedar Rapids, probably in 1870 or 1871.

217 Int. 4. State in what business was said Copeland engaged during

the time you knew him, & about what time did he leave Cedar Rapids, if you can remember.

Ans. He was engaged in preaching and in insurance business in the latter part of the time he was there. I think in February, 1871, was the first I knew of his being in insurance business.

Int. 5. State whether he was engaged or held himself out as the agent of any co. If so, what company?

Ans. He represented himself as the agent of the Northwestern Mutual Life-Insurance Co.

(Answer objected to as incompetent.)

Int. 6. State where you resided during the time said Copeland was residing in said Cedar Rapids.

Ans. Cedar Rapids.

218 Int. 7. State whether or not the said Copeland, during the time he claimed to act as the agent of the N. W. Mut. Life-Ins. Co., had in his possession or circulated any books, pamphlets, circulars, or cards, purporting to be the books, pamphlets, circulars, or cards of the N. W. Mut. Life-Ins. Co.?

(Objected to as immaterial.)

Ans. He had.

Int. 8. State whether or not his name was written or printed on any of said books, pamphlets, circulars, or cards, & in what capacity or connection.

(Objected to as immaterial.)

Ans. His name was printed on his cards & his advertising matter representing himself as agent of N. W. Mut. Life-Ins. Co.

219 Int. 9. Please examine Exhibits B & C, & state whether you identify those exhibits as being the pamphlet or cards circulated by the said Copeland.

(Objected to as immaterial.)

Ans. I think they are similar. I recollect the card, Exhibit C, distinctly. I cannot identify Exhibit B; he had an armful of books, probably of the kind like Exhibit B.

Int. 10. State whether or not he made any representations to you as to whether he was the agent for procuring policies of insurance or loans from the said co. or both.

(Objected to as immaterial & leading.)

Ans. He did both.

Int. 11. State fully what representations he made to you in regard to his agency & his power to act for the co.

220 (Objected to as calling for incompetent & immaterial evidence.)

Ans. In the spring of 1871, probably in March, I was secty. of the Cedar Rapids Water-Power Co. He represented to me or to the co. that he could obtain a loan for the co. of the said insurance co. of $30,000. He asked me to get him up a schedule of the property—its probable value, a plat of it showing both sides of the river & the proposed improvement for which they wanted to use this money; that he could obtain the loan for us at 2 per cent. commission; that the company would not allow him to charge anything, but that was an outside matter. I made those papers as he wanted; had them certified to by the prests. of 1st Nat. Bk., W. W. Walker; S. C. Bever, pres. of City Nat. Bk.; and George Greene, pres. of N. S. Bank.

Int. 12. State whether or not said statement was made upon a printed blank or was written out.

221 Ans. It was written; the co. never made any formal application that I know of.

Int. 13. State what became of such papers when they were made out.

Ans. They were delivered to C. W. Copeland by me.

Int. 14. State whether he ever forwarded them to the co. or to any other agent of the co.

Ans. He represented that he would forward them to the agent of the co. I think Mr. Martin was the agent he represented he would forward them to. I afterward saw him at Marshalltown, & he told me he would have to go to Milwaukee the next week, & would attend to it in person, that he would make representations in person which would secure the loan.

(Objected as hearsay & incompetent.)

222 Int. 15. State whether or not said water-power co. recd. any communication from I. T. Martin or any other agent of the co. in regard to said loan, or had any such communication from I. T. Martin or any other agent of the co. communicated to them in regard to said loan. If so, when, from whom, & to whom communicated?

Ans. My impression is that Copeland showed me a letter or had one from I. T. Martin declining it.

(Sgd.) WM. B. LEACH.

Subscribed in my presence by the said Wm. B. Leach, & by him sworn to before me this 16th day of July, 1873.

U. CLARENCE BLAKE,
Examiner.

223 JAS. L. BEVER, of lawful age, being produced, sworn, & examined on the part of plaintiff, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. Jas. L. Bever; cashier City National Bank; aged 34; reside at Cedar Rapids.

Int. 2. State where you resided and what was your occupation in the fall of 1870 & spring of 1871.

Ans. I resided here and was of same occupation as now.

Int. 3. State whether you are acquainted with H. G. Angle, plff., & how long have you known him?

Ans. I do. I have known him 15 years or more.

Int. 4. State whether you are or were acquainted with one C. W. Copeland. If so, when and where did you become acquainted with him, & how long did that acquaintance continue?

224 Ans. I was acquainted with him here shortly after he became connected with the Methodist Episcopal Church of the city, & knew him during his stay here; cannot state as to the exact time of his leaving. He left about the time of the Angle loan.

Int. 5. State in what business said Copeland was engaged during the spring of 1871 up to the time of his leaving Cedar Rapids.

Ans. I suppose he was a preacher.

Int. 6. Was he during such time acting as agent or otherwise for any co. or corporation? If so, in what capacity?

Ans. I have known him to solicit policies for the N. W. Mut. Life-Ins. Co. & also to solicit loans for the same co.

Int. 7. State whether or not during said time, he had in his possession or circulated any books, pamphlets, or circulars, purporting

225 to be issued as the books, pamphlets, or circulars of such ins. co.

Ans. I have seen in his possession books such as insurance agents carry, & were the books of the N. W. Mut. Life-Ins. Co.

Int. 8. Examine Exhibits B & C, attached to deposition of W. W.

Smith, & state whether you saw him exhibit any such pamphlets or cards similar to such exhibits or which said exhibits are copies.

Ans. I cannot identify the documents as being the exact copies, but were something of that nature.

Int. 9. State whether or not his name was printed or written on said pamphlet or cards, & in what capacity he was acting for said co.

Ans. His name was printed on some of the documents I saw, but cannot state exactly as to the capacity he occupied.

226 Int. 10. State whether or not he was described in such books, pamphlets, or other documents as the agent of said ins. co.

Ans. His name was printed on them, but cannot remember in what capacity.

Int. 11. State whether or not he was advertised in the newspaper', or any of them, published in Cedar Rapids at that time, as agent or otherwise of that co.

Ans. I cannot recollect.

Int. 12. State whether or not said Copeland negotiated or attempted to negotiate any loans from said co. for any persons in Cedar Rapids, or requested you or any one else to send persons to him who desired to get any loans from said co.

(Objected to as calling for immaterial & incompetent evidence.)

Ans. Copeland requested me if any parties applied to us for mortgage-loans which we could not supply to refer them to him, as he was
227 in shape that he could negotiate for them.

Int. 13. State from whom he stated he could negotiate loans, & in what capacity he was acting in making such negotiations.

(Objected to as calling for incompetent & immaterial evidence.)

Ans. From the N. W. Mut. Life-Ins. Co., as he was acting for that co. in securing loans. He so represented to me.

Int. 14. State whether or not he said anything to you about being a special agent for said co. to secure loans for it or negotiate loans for said co. in Iowa & Nebraska, or either.

(Objected to as calling for hearsay & incompetent evidence.)

Ans. Yes, he represented that he had charge of these States & was looking out for these loans.

(Signed) JAS. L. BEVER.

228 Subscribed in my presence by the said Jas. L. Bever, & by him sworn to before me the 16 day of July, A. D. 1873.

(Sgd.) U. CLARENCE BLAKE,
Examiner.

229 R. B. TOMLINSON, of lawful age, being produced, sworn, & examined on the part of plaintiff, deposes as follows:

Int. 1. State your name, age, occupation, & place of residence.

Ans. R. B. Tomlinson; 38 years old; merchant; & live at Cedar Rapids.

Int. 2. State whether you are acquainted with the parties to this suit. If so, how long have you known them or either of them?

Ans. Have known Mr. Angle 5 years.

Int. 3. State where you resided in the winter of 1870 & spring of 1871.

Ans. At Cedar Rapids, Ia.

Int. 4. State whether or not you were at that time, or prior to that time, acquainted with C. W. Copeland. And, if so, how long did you know C. W. Copeland?

Ans. About 2½ years; prior to spring, 1871, I knew him first.

230 Int. 5. State in what business said C. W. Copeland was engaged from 1st February, 1871, until he left.

Ans. He was engaged in obtaining life-policies & negotiating loans for the N. W. Mut. Life-Ins. Co.

Int. 6. Where did he reside at that time?

Ans. Cedar Rapids was his home.

Int. 7. State when, or about when, he left or moved from Cedar Rapids, if you know.

Ans. Don't remember exact time.

Int. 8. State whether or not said Copeland during said time had in his possession or distributed any books, pamphlets, circulars, & cards purporting to be issued as the pamphlets, circulars, cards, or books of the said N. W. Mut. Life-Ins. Co.

Ans. I am not positive as to any books or pamphlets, but have
231 seen a number of cards similar to Exhibit C attached to W. W. Smith's deposition. I have seen pamphlets like Exhibit B at my store. Copeland had them.

Int. 9. State whether or not said pamphlet had printed or written thereon the name of C. W. Copeland.

Ans. Yes, sir; special agent for Iowa & Nebraska.

Int. 10. State whether or not you are acquainted with one I. T. Martin. If so, how long have you known him, & where did he reside in spring of 1871?

Ans. I made his acquaintance here in Cedar Rapids before January, 1871, a short time. He resided at Davenport.

Int. 11. State whether or not you had any conversation with I. T. Martin at any time or place in regard to said C. W. Copeland & his connection with the N. W. Mut. Life-Ins. Co. as agent. If so, state when and where you had such conversation, & the nature of conversation, as near as you can.

322 (Objected to as calling for incompetent and hearsay evidence.)

Ans. We heard some unfavorable reports against Copeland during his ministry. We had a church-trial, but there was nothing elicited which we thought would justify us in expelling him from the church; but he handed in his parchment and quit preaching. He then made application to I. T. Martin for the position as agent of the N. W. Mutual Life-Ins. Co. He secured the position. After he had been in the agency for a short time, I. T. Martin came to Cedar Rapids, mostly, as he stated, for the purpose of finding out the foundation of rumors floating at Davenport against Copeland's character, & he came to see me, & he inquired about my views as to Copeland. During the talk he said he had rec'd letters from different parties congratulating
233 in having secured so valuable an agent, one as being a banker at Marshalltown. He, said banker, said he would never allow any man before to come into his office, but he regarded Copeland a success in that line, & he had insinuated himself into his good graces, & he had taken out a policy in the ins. co.

(Objected to as immaterial, incompetent, & hearsay.)

Int. 12. State when, as near as you can, this conversation occurred.

Ans. I think it was in latter part of February, 1871; am not positive.

Int. 13. State in what capacity I. T. Martin was acting.

Ans. He represented himself as genl. agt. of the State of Iowa for the N. W. Mutual Life-Ins. Co. My understanding was that he had
234 general supervision of all their business in the State of Iowa.

(Ans. objected to as incompetent & hearsay evidence.)

Int. 14. State whether or not in that conversation you told said Mar-

tin what you knew about the circulation of these reports as to the character of said Copeland & the church-trial.

Ans. I told him that I did not regard those reports as well-founded, & told him of church-trial.

Int. 15. State whether or not in that conversation the said Martin said anything to you as to whether the said Copeland was a good agent or otherwise of the co.

(Objected to as immaterial & hearsay.)

Ans. He had stated that he had been worth as much as 3 or 4 ordinary men in securing life-policies.

Int. 16. State whether or not he said anything in that conversation, or in any other interview after Copeland left, in what esteem Copeland was held by the said co., especially by the president of said co.

235

(Objected to as calling for hearsay & incompetent evidence.)

Ans. He did not state.

Int. 17. State whether anything was said in that conversation as to said Copeland negotiating loans or offering or proposing to negotiate loans, if you remember.

(Objected to as calling for hearsay & incompetent evidence.)

Ans. He did not.

Int. 18. In conversation above referred to, when Mr. Martin told you about Mr. Copeland's procuring the policy of the Marshalltown banker, do you not recollect that he, Martin, said anything about Copeland proposing to said banker to negotiate loans in that vicinity among said banker's friends?

236

Ans. I do not remember that he did.

Cross-examination:

Int. 1. Do you know where or by whom the cards, circulars, & pamphlets Copeland had in his possession were printed, or where he got them?

Ans. No, sir.

Int. 2. Examine Exhibit C & see if you know when that card was printed.

Ans. I could not tell you.

Int. 3. State what you know of Copeland ever doing with reference to the negotiations for any loan with any person for the Northwestern Mutual Life-Ins. Co., of your own knowledge.

Ans. My evidence in regard to Copeland's negotiating loans is from Copeland himself; that he said he had negotiated a loan—with regard to this particular loan—that he had negotiated a loan for $5,000 with W. B. Brown.

237

(Ans. objected to as not responsive to the question.)

Int. 4. Do you know of your own knowledge of Copeland ever doing anything in reference to any loan with the Northwestern Mutual Life-Ins. Co.; &, if so, what it was that he did?

Ans. I know that he has several times solicited me to negotiate a loan for me.

Int. 5. Is that all you know of your own knowledge about Copeland being engaged in negotiating loans for the Northwestern Mutual Life-Insurance Co.?

Ans. All I know upon that point is his own statement.

Int. 6. What date, in the spring of 1871, do you know of Copeland's

having any cards or circulars in his possession, advertising himself as an agent of the Northwestern Mutual Life-Ins. Co.?

238 Ans. I think it was in the latter part of February, 1871.

(Signed) R. B. TOMLINSON.

Subscribed in my presence by the said R. B. Tomlinson.

CHAS. WEARE, of lawful age, being produced & sworn on the part of plaintiff, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. Chas. Weare; 45 years; am postmaster, & reside at Cedar Rapids.

Int. 2. State if you are acquainted with the parties to this suit; &, if so, how long have you known them, or either of them?

239 Ans. I am acquainted with Mr. Angle, & have known him 20 years.

Int. 3. State what your business was during the month' of March, April, May, & June, 1871.

Ans. Was postmaster from April, 1871, up to present time.

Int. 4. State whether or not you were acquainted with C. W. Copeland or I. T. Martin; &, if so, how long have you known them, or either of them?

Ans. I was acquainted with Mr. Copeland, but not with Martin; knew Copeland 18 mo's or 2 years, as long as he resided here.

Int. 5. State whether or not you rec'd any communication from said I. T. Martin in regard to Mr. Copeland or his correspondence; &, if so, state when such communication.

(Is objected to as calling for incompetant & immaterial evidence.)

Ans. I rec'd a communication from I. T. Martin, cannot say

240 exactly when, sometime in summer of 1871, asking me to return to Davenport any letters directed to Copeland that might have the card of the Northwestern Mutual Life-Insurance Co. on the envelope. Cannot tell wheere such communication is. I presume I destroyed it.

Int. 6. Give the contents of the letter as near as you can.

Ans. He directed me to send back to him all letters having on them the return-card of the Northwestern Mutual Life-Insurance Co., to Davenport.

Int. 7. Did or not the direction embrace the return-card of the Northwestern Mutual Life-Ins. Co., or of I. T. Martin's return-card, or both of them?

Ans. It embraced both.

Int. 8. State whether or not you remember any letters passing through your post-office directed to C. W. Copeland, prior to his leaving

241 Cedar Rapids, which were postmarked at Milwaukee & had endorsed thereon the Northwestern Mutual Life-Ins. Co.'s return-card.

Ans. Yes, sir, I recollect quite a number of them; cannot say how many of them.

Int. 8. State whether or not you returned any letters or forwarded to I. T. Martin any letters in obedience to his said instructions to you.

Ans. I did, quite a number of them; they accumulated in Copeland's box.

Cross-examination:

Int. 1. Are you certain that the letters directed to Copeland passing through your office having the card of the Northwestern Mutual Life-

Ins. Co. on the envelope were postmarked at Milwaukee, or was the name Milwaukee simply on the card?

Ans. I am very confident that they bore the postmark of the
242 Milwaukee office; that is, some of them.

Int. 2. How many of such letters bearing the Milwaukee postmark do you think came to Copeland' address, & when were they received?

Ans. I could not state the precise time nor the number.

Int. 3. State if there is any circumstance that makes you particularly remember that there were any.

Ans. Well, Mr. Copeland was away a great deal, & his box would get full of letters & papers, & we would have to sort them over & take out the papers, & the large proportion of the letters were of the official size.

Int. 4. State how many communications or letters you returned to Mr. Martin which were addressed to Mr. Copeland, & what postmark was on them.

Ans. I could not say how many I returned & could not say what postmark was on all of them; I am pretty curtain that the Milwaukee
243 postmark was on a portion them.

(Sgd.) CHAS. WEARE.

Subscribed in my presence by the said Chas. Weare, & by him sworn to before me this 15th day of July, A. D. 1873.

(Sgd.) U. CLARENCE BLAKE,
Examiner.

244 F. McCLELLAND, of lawfull age, being produced, sworn, & examined on the part of the plaintiff, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. F. McClelland; aged 43 years; publisher of Cedar Rapids Times, and reside at Cedar Rapids.

Int. 2. State whether or not you are acquainted with the parties to this suit. If so, state how long you have known them, or either of them.

Ans. I have known Mr. Angle 10 years at least.

Int. 3. State whether you were acquainted with one C. W. Copeland. If so, how long have you known him? When & where did he reside when you so knew him?

Ans. I knew Copeland from the time he came to Cedar Rapids until he left; knew all time he was here.

245 4. State what business said Copeland was engaged in in the months of February, March, April, & May, 1871.

Ans. He was acting as agent for the Northwestern Mutual Life-Insurance Co. I suppose that was the date.

5. State what business he was transacting for said company, as such agent.

Ans. He informed me that he was negotiating loans.

(Answer objected to as hearsay & incompetent.)

6. State what your occupation was during that term.

Ans. In the printing business.

7. State whether or not said Copeland procured any printing done at your establishment during that time. If so, state what & when it was done.

(Objected to as immaterial.)

Ans. He did. He got note-heads printed, heads of which the printing on Exhibit 2 is a specimen; also, I think, card on envelope,

246 marked "Exhibit R." I printed also form of receipt, Exhibit S. I printed a blank form of an order for him; & printing was done in March, 1871.

8. State what the printing amounted to, who paid you for it, and when.

(Objected to as immaterial.)

Ans. It amounted to $15.75. Mr. I. T. Martin paid us for it June 29th, 1871.

Cross examination:

1. Did you render Mr. Martin a bill specifying what printing was done? and, if so, furnish a copy of it to the notary.

Ans. I furnished Mr. Martin with a copy of bill; sent it to Mr. Martin at Davenport; & I will supply a copy of it, if I can, & make it an exhibit to this answer.

(The same is supplied and marked as "Exhibit V.")

The items of acc. are as they stand on our books, but the printed heading may not be the same as sent Mr. Martin.

At the time witness was answering int. 7 in regard to the order, the atty. of pltff. demanded of atty. for deft. the production of the original order on which C. W. Copeland drew the money of the
247 Northwestern Mutual Life-Ins. Co., in order that the witness might inspect the same & determine whether or not he printed it for said Copeland.

The atty. for defendants admitted that he had it in his possession, (said original order,) but declined & refused to produce the same, but did produce a blank form of order for the inspection of the witness, which is hereto attached as Exhibit F.

(Sgd.) U. CLARENCE BLAKE,
Examiner.

Re-examination:

Int. 1. Examine Exhibit T & state whether you recognise it as similar to the ones you printed.

Ans. I do not; we did not print it.

July 17. Here atty. for pltff. renewed his request to C. C. Nourse, atty. for defdt., for the production of the original order in order that the witness might see if he could identify said original order as being printed by him. Atty. for dfdt. replies that he refuses to produce said original order until after the deposition of H. G. Angle is
248 taken.

Recross-examination:

Int. 1. Did you send the a/c, Exhibit U, to Davenport yourself, or do you say so from what you have learned from others?

Ans. I wrote to Mr. Martin myself & called his attention to the account. He wrote that he would be in Cedar Rapids & see me about it; he came up & settled it.

2. Was the settlement made with you in person? &, if so, state the amount paid by Mr. Martin & what was said between you at the time of such payment.

(Question objected to by pltff. as not being the proper subject of cross-examination, as hearsay & calling for the declaration of the dfdt.'s agent.)

Ans. I was in the office at the time, but whether the settlement was made directly with me or with others connected with the office, I can't

distinctly recollect. I made the entries on the books at the time.
249 My impression was that Martin paid the full amount, but Mr. Ayers tells me that he only paid $12.00; that we threw off balance & told me to credit it up in full. Mr. Martin said he wished, as I recollect, though it is not in his identical language, the bill made as low as possible; that it would come out of his own pocket; that the Co. did not authorize agents to get printing done; that is, as near as I can recollect it.

(Answer objected to as hearsay & not the least evidence.)

3. Did he not at the same time tell you that he had not authorized Copeland to have the printing done; that Copeland had got the printing done on his (Copeland's) account & without his (Martin's) knowledge.

(Question objected to by pltff. as not being the proper subject for cross examination, & as hearsay & calling for the declaration of dfdt.'s agent.

Ans. I believe he did.

Int. 4. Had not Copeland absconded some time before the time
250 Martin settled this bill?

(Objected to as not being proper subject of cross examination.)

Ans. Yes, sir.

Int. 5. Do you know or recollect the actual amount paid by Mr. Martin in settlement of the bill?

Ans. My belief is, that it was $12.00.

Int. 6. Did not Mr. Martin at the time of payment state that he was not liable for the bill, & that the Co. had nothing to do with it, but that he would pay a reasonable amount rather than have you loose anything, or words to that effect?

(Objected to for same reason as objection to int. 2.)

Ans. He did.

(Signed) F. McCLELLAND.

Subscribed in my presence by the said F. McClelland, & by him sworn to before me this 17th day of July, A. D. 1873.

(Sgd.) U. CLARENCE BLAKE,
Examiner.

251 U. B. BROWN, of lawful age, being produced & sworn on part of plaintiff, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. U. B. Brown; aged 56; capitalist; & reside at Cedar Rapids.

Int. 2. State whether or not you are acquainted with H. G. Angle, plaintiff in this suit; &, if so, how long have you known him?

Ans. I am, & have known him for 20 years.

Int. 3. State whether or not you are or were acquainted with one C. W. Copeland, who formerly lived at Cedar Rapids; &, if so, where & when did you become acquainted with him & how long did you know him?

Ans. I was acquainted with him, I think, in 1869; might have been in 1868, & I knew him in 1871 & up to the time he left.

252 Int. 4. State whether or not, in the year 1871, you assisted in appraising or making a statement of the value of certain real estate of the plaintiff in the city of Cedar Rapids; if so, state at whose instance you acted & what you did.

Ans. Yes; I was one of the appraisers, & I acted at Mr. C. W. Copeland's instance—either at Mr. Copeland's or Mr. Martin's—but I think at Mr. Copeland's.

Int. 5. State whether or not C. W. Copeland accompanied the appraisers, yourself, and others while looking at the property to be appraised.

Ans. Well, I really could not tell, and I don't know that I went on the premises at that time, as I was so well acquainted with them.

Int. 6. Examine the appraisement furnished you by C. C. Nourse, atty. for defdt., & state whether or not you signed the same.

Ans. I did; a copy of which is hereto attached as Exhibit V.

253 Int. 7. State whether or not that is the appraisement made by yourself & others at the instance of Copeland, & in whose handwriting is it filled up, if you know?

Ans. It is. It looks like Copeland's. I think it is Mr. Copeland's.

8. State whether or not said appraisement was partly printed & partly written.

Ans. It was partly written and partly printed.

Cross-examination:

Int. 1. Did Mr. Angle request you or any of the other appraisers to act in the matter, or did you have any talk about acting as appraiser with Mr. Angle?

Ans. Mr. Angle came to me, if I remember right, & said that Mr. Copeland or Mr. Martin, I don't remember which, preferred to have me act as one of the appraisers.

254 Int. 2. Was this before Copeland said anything to you about acting?

Ans. Can't say.

3. Was Mr. Angle or Mr. Copeland, either of them, present when you signed the appraisement; if so, which, or both?

Ans. My impression is that neither of them were; am not positive.

Int. 4. Who brought you the paper to sign?

Ans. I really can't tell.

Int. 5. Was the appraisement-blank filled up by any one in your presence?

Ans. I don't recollect.

Int. 6. To whom did you deliver the paper after you signed it?

Ans. Don't recollect.

U. B. BROWN.

Subscribed in my presence by the said U. B. Brown, & by him sworn to before me this 17th day of July, 1873.

(S'g'd) U. CLARENCE BLAKE,
Examiner.

255 SARAH A. ANGLE, of lawful age, being produced & being sworn, on part of plaintiff, deposed as follows:

Int. 1. What is your name, age, & place of residence?

Ans. Sarah A. Angle; 32 years of age; reside in Chicago, & am wife of plaintiff.

Int. 2. State whether you were acquainted with one C. W. Copeland. If so, when did you become acquainted with him & how long did you know him?

Ans. I never met Mr. Copeland until May, 1871, & I knew him until he absconded.

Int. 3. Examine the paper here shown you, a copy of which is attached to the original bill in this case, & state whether or not you signed the same.

Ans. I did. That is my signature.

Int. 4. State when & where you signed your name to said
256 instrument, & who were present, & who presented the same for your signature, & what were the circumstances.

Ans. I do not remember the exact date when I signed it. I signed it at my own home in presence of Mr. Copeland & Mr. Blake, & I don't remember exactly who presented it. I know I acknowledged it. It was during the week previous to Copeland's going away. It was about the middle of the week.

Int. 5. State whether or not you heard an interview between your husband & C. W. Copeland in regard to the mortgage & the procuring of the loan mentioned therein, & as to the manner of payment of said loan. If so, state when & where such interview took place, & what was said between your husband & Mr. Copeland. Give the circumstances, as fully as you can remember them.

(Objected to as calling for incompetant, immaterial, & hearsay evidence.)

257 Ans. I did hear an interview between them. It was on Saturday evening previous to Mr. Copeland's final departure from Cedar Rapids. He came to our house at or near 9 o'clock in the evening; was just closing up the house, & I met Mr. Copeland at the front door. He asked for Mr. Angle, & I told him he was tired & did not wish to be seen that evening. He said it was necessary that he should see him, & I took him back into our private room. He wanted Mr. Angle to sign the papers. Mr. Angle objected to it as he was very tired, but Copeland said it was very necessary, as he wanted to go away Monday morning, & he would have to go to Marion to have the mortgage recorded. I also heard Mr. Angle tell him (Copeland) to bring him ten thousand dollars in drafts, one a six-thousand and the other a four-thousand draft,
258 as he had a debt in Chicago which he wished to cancel with one of the drafts. He was going to take or send it into Chicago, I do not remember which.

6. State whether or not Mr. Angle examined & signed any papers on that evening at the instance of Mr. Copeland, &, if so, what & how many.

Ans. He examined a mortgage, & signed it. I think he signed the bond. He signed two papers, I think.

7. State, if you remember, what he did with the papers after they were signed.

Ans. He gave them to Mr. Copeland.

8. State whether or not Mr. Copeland took them away with him that evening when he left.

Ans. He did.

9. State whether or not, at that interview, any policies of insurance were exhibited or talked about. If so, state what was talked
259 about or transpired about such policy.

Ans. They both talked about the insurance policies; do not know who exhibited them, & there was something which Mr. Copeland desired Mr. Angle to cancel or change in a policy, but which Mr. Angle thought it was not right to do, & told Mr. Copeland to go & see West & Eastman about it. He, Copeland, inquired, & Mr. Angle told him where Mr. Eastman lived; West & Eastman were insurance agents in Cedar Rapids.

Int. 10. State, if you remember, how the conversation about the drafts, or how the loan should be made, first came up. Who spoke first about the matter, Mr. Angle or Mr. Copeland?

Int. 5. State whether or not C. W. Copeland accompanied the appraisers, yourself, and others while looking at the property to be appraised.

Ans. Well, I really could not tell, and I don't know that I went on the premises at that time, as I was so well acquainted with them.

Int. 6. Examine the appraisement furnished you by C. C. Nourse, atty. for defdt., & state whether or not you signed the same.

Ans. I did; a copy of which is hereto attached as Exhibit V.

253 Int. 7. State whether or not that is the appraisement made by yourself & others at the instance of Copeland, & in whose handwriting is it filled up, if you know?

Ans. It is. It looks like Copeland's. I think it is Mr. Copeland's.

8. State whether or not said appraisement was partly printed & partly written.

Ans. It was partly written and partly printed.

Cross-examination:

Int. 1. Did Mr. Angle request you or any of the other appraisers to act in the matter, or did you have any talk about acting as appraiser with Mr. Angle?

Ans. Mr. Angle came to me, if I remember right, & said that Mr. Copeland or Mr. Martin, I don't remember which, preferred to have me act as one of the appraisers.

254 Int. 2. Was this before Copeland said anything to you about acting?

Ans. Can't say.

3. Was Mr. Angle or Mr. Copeland, either of them, present when you signed the appraisement; if so, which, or both?

Ans. My impression is that neither of them were; am not positive.

Int. 4. Who brought you the paper to sign?

Ans. I really can't tell.

Int. 5. Was the appraisement-blank filled up by any one in your presence?

Ans. I don't recollect.

Int. 6. To whom did you deliver the paper after you signed it?

Ans. Don't recollect.

U. B. BROWN.

Subscribed in my presence by the said U. B. Brown, & by him sworn to before me this 17th day of July, 1873.

(S'g'd) U. CLARENCE BLAKE,
Examiner.

255 SARAH A. ANGLE, of lawful age, being produced & being sworn, on part of plaintiff, deposed as follows:

Int. 1. What is your name, age, & place of residence?

Ans. Sarah A. Angle; 32 years of age; reside in Chicago, & am wife of plaintiff.

Int. 2. State whether you were acquainted with one C. W. Copeland. If so, when did you become acquainted with him & how long did you know him?

Ans. I never met Mr. Copeland until May, 1871, & I knew him until he absconded.

Int. 3. Examine the paper here shown you, a copy of which is attached to the original bill in this case, & state whether or not you signed the same.

Ans. I did. That is my signature.

Int. 4. State when & where you signed your name to said
256 instrument, & who were present, & who presented the same for your signature, & what were the circumstances.

Ans. I do not remember the exact date when I signed it. I signed it at my own home in presence of Mr. Copeland & Mr. Blake, & I don't remember exactly who presented it. I know I acknowledged it. It was during the week previous to Copeland's going away. It was about the middle of the week.

Int. 5. State whether or not you heard an interview between your husband & C. W. Copeland in regard to the mortgage & the procuring of the loan mentioned therein, & as to the manner of payment of said loan. If so, state when & where such interview took place, & what was said between your husband & Mr. Copeland. Give the circumstances, as fully as you can remember them.

(Objected to as calling for incompetant, immaterial, & hearsay evidence.)

257 Ans. I did hear an interview between them. It was on Saturday evening previous to Mr. Copeland's final departure from Cedar Rapids. He came to our house at or near 9 o'clock in the evening; was just closing up the house, & I met Mr. Copeland at the front door. He asked for Mr. Angle, & I told him he was tired & did not wish to be seen that evening. He said it was necessary that he should see him, & I took him back into our private room. He wanted Mr. Angle to sign the papers. Mr. Angle objected to it as he was very tired, but Copeland said it was very necessary, as he wanted to go away Monday morning, & he would have to go to Marion to have the mortgage recorded. I also heard Mr. Angle tell him (Copeland) to bring him ten thousand dollars in drafts, one a six-thousand and the other a four-thousand draft, as he had a debt in Chicago which he wished to cancel with one
258 of the drafts. He was going to take or send it into Chicago, I do not remember which.

6. State whether or not Mr. Angle examined & signed any papers on that evening at the instance of Mr. Copeland, &, if so, what & how many.

Ans. He examined a mortgage, & signed it. I think he signed the bond. He signed two papers, I think.

7. State, if you remember, what he did with the papers after they were signed.

Ans. He gave them to Mr. Copeland.

8. State whether or not Mr. Copeland took them away with him that evening when he left.

Ans. He did.

9. State whether or not, at that interview, any policies of insurance were exhibited or talked about. If so, state what was talked
259 about or transpired about such policy.

Ans. They both talked about the insurance policies; do not know who exhibited them, & there was something which Mr. Copeland desired Mr. Angle to cancel or change in a policy, but which Mr. Angle thought it was not right to do, & told Mr. Copeland to go & see West & Eastman about it. He, Copeland, inquired, & Mr. Angle told him where Mr. Eastman lived; West & Eastman were insurance agents in Cedar Rapids.

Int. 10. State, if you remember, how the conversation about the drafts, or how the loan should be made, first came up. Who spoke first about the matter, Mr. Angle or Mr. Copeland?

(Question objected to as calling for hearsay & immatirial evidence.)

Ans. I do not remember which spoke first. I heard Mr. Angle tell him to bring him the drafts, one for $6,000 & the other for $4,000.

260 Int. 11. State whether or not the policies of insurance talked about were delivered to Mr. Copeland or retained by Mr. Angle.

Ans. Mr. Copeland said he would take them, & go around & have them attended to. I think he took them with him.

Int. 12. State whether or not you saw Mr. Copeland after that evening.

Ans. I did not.

Int. 13. State whether or not Mr. Angle, the pltff., left home shortly after that interview with Mr. Copeland; if so, state where he went, if you know, & whether he left any directions with you in regard to the money or drafts to be procured from the loan, to secure which the mortgage was given to said Copeland.

(Question objected to as calling for the declaration of the party, & as incompetant.)

261 Ans. He did leave home. He went to Ottumwa some time during the following week; don't recollect the day; & left written directions with me about the middle of the week, about the time he left for Ottumwa, in regard to the drafts or papers.

14. Examine the two papers here shown you, & which are hereto attached as Exhibits W & X, & state whether or not those are the written directions you refer to, & explain why Exhibit X, a letter directed to C. W. Copeland, was left with you.

(Int. objected to for same reasons as the last.)

Ans. These are the direction'; & he left Exhibit X with me to deliver it to C. W. Copeland, if he called. He had given me verbal directions previously, & he gave me this written direction, Exhibit W, so that I would not forget it.

15. State whether or not this written direction, Exhibit W, & the letter to C. W. Copeland, Exhibit X, was delivered to you by

262 H. G. Angle before you had heard of the absconding of C. W. Copeland.

(Objected to as immaterial & incompetant.)

Ans. They were delivered to me before I had heard of Mr. Copeland's absconded.

Int. 16. Do you know how long after the delivery of these written directions to you that you heard of Copeland's absconding?

(Objected for same reason as last inter'ogatory.)

Ans. I don't remember exactly, but it was not until a week after he had gone that I heard of it. I was in Princeton, Ill., when I heard of it.

Int. 17. State whether or not said drafts mentioned in said written instructions to you were ever recd. by you, & whether or not you ever saw said C. W. Copeland after said directions were delivered to you.

263 Ans. I never recd. said dfts., & never saw Copeland thereafter.

Int. 18. State what you did with the written directions above referred to, Exhibit W, after receiving them from Mr. Angle, & explain, if you can, how they became torn.

(Objected to as immaterial.)

Ans. I put them on his desk under a paper-weight, & left them there until he returned, & he tore them up himself & threw them into the waste-basket. After I returned from Princeton & heard of Mr. Copeland's absconding, I thought, perhaps, the directions would be of some benefit to Mr. Angle, & gathered them out of the basket & pinned them on to that paper.

Cross examination:

1. How long after Mr. Angle delivered you these papers, Ex-
264 hibit' W & X, before he left home, & how long after he left did you leave for Princeton?

Ans. I think he left the same morning he gave me the papers, & I did not leave until the Monday morning following Mr. Angle's leaving.

Int. 2. When did Mr. Angle return to Cedar Rapids next after leaving at the time he delivered you the papers, Exhibits W & X?

Ans. He returned on Saturday at about 1 o'clock.

3. When did he next leave Cedar Rapids after that, &, if in your company, where did you leave him?

Ans. He left Cedar Rapids on the next Monday morning. I was going to Princeton, Ill., & he got off at the junction at West Liberty to go to Iowa City.

4. What time of day did he get off the train at West Liberty?

Ans. Between 9 & 10 o'clock in the forenoon.

265 (S'g'd) SARAH A. ANGLE.

Subscribed in my presence by the said Sarah A. Angle, & by her sworn to before me this 17th day of July, A. D. 1873.

U. CLARANCE BLAKE,
Examiner.

DANIEL LOTHIAN, of lawful age, being produced & sworn on part of plaintiff, testified as follows:

Int. 1. State your name, age, occupation, & place of residence.

Ans. Daniel Lothian; 58 years of age; atty. at law & abstract agent; & reside at Marion, Pa; have abstract of Linn Co.

Q. State whether or not you are acquainted with the parties to this suit, &, if so, how long have you known them, or either of them?

Ans. Have known Mr. Angle 18 or 19 years; know defdt. only by repute.

Int. 3. Are you acquainted with one C. W. Copeland; &, if so,
266 when did you become acquainted with him & how long did you know him?

Ans. I had a slight acquaintance with Mr. Copeland; saw him in my office a number of times while he was a preacher at Cedar Rapids.

Int. 4. State what the name of your firm was in 1871.

Ans. Lothian & Mitchell.

5. State whether or not you made out an abstract in 1871 of certain property of H. G. Angle, described & set out in mortgage of H. G. Angle, attached to original bill in this case.

Ans. I recollect of making an abstract of title for Mr. Angle, to be used by him in procuring a loan from the Northwestern Mutual Life-Ins. Co.

6. Examine the mortgage here shown you, a copy of which is
267 set out & attached to the original bill in this case, & state whether or not you recognise the same as being in your possession, from whom you recd. it, if at all, & whether or not the abst. you made for Angle covered the property described in said mortgage.

Ans. I recollect it as being same m'tg'e. I think I found this in the recorder's office, where it was sent for purpose of recording by the co. The abstract was designed to cover this identical property.

Int. 7. Examine the endorsement on the back of said original mortgage, perporting to be the filing of the same, under date May 13, 1871,

& state whether or not the same is in the handwriting of the recorder of Linn Co.

Ans. It is not in the handwriting of recorder of Linn Co., or of any deputy of his.

(Here it is admitted by C. C. Nourse, atty. of defdt., that the
268 endorsement of May 13th, 1871, on back of original mortgage, is not the handwriting of the recorder of Linn Co., or any of his deputy, & is a forgery.)

8. State at whose instance you made said abstract, at what time you made it, & to whom you delivered it when made.

Ans. My impression is that I made the abs't at request of Mr. Angle some time before May 1st, 1871, & delivered or sent it to Mr. Angle.

Int. 9. State whether or not you came into possession of said abstract at any time after you delivered it to Mr. Angle. If so, the time you recd. it, & from whom you recd. it.

Ans. I did come into pos'session of it in May, 1871, & from one of the officers of the Northwestern Mutual Life Ins. Co. The letter came from Milwaukee.

10. State whether or not you had any correspondence with, or
269 had any letters from, the said co. or any of its agents in regard to said abs't or the loan or the m'tg'e executed by said pltff. on the property to said co.

Ans. I did. I have 3 or 4 letters from the co. in regard to said abstract & m'tg'e.

11. State whether or not you have in your pos'session the letters you recd. from said co. in reference to said abs't & m'tg'e. If so, can you produce the same & attach them to your deposition as exhibit thereto?

Ans. Yes, I have; & attach them as Exhibit Nos. 1, 2, 3, 4, 5.

(It is admitted here by C. C. Nourse, atty. for dfdts., that Exhibits 1, 2, 3, 4, & 5 are written by the party purporting to write them, & that he is the asst. cashier of said co., & that the same were sent by due course of mail to the witness.

270 12. Examine endorsement on Exhibit 3, of the following words & figur's: "Ans. 5, 26, 1871. That abs't had been forwarded yesterday, &c." State in whose hand only such indorsm't is, & when made, & for what purpose.

Ans. It is in my handwriting, & was to show that the answer to letter was made on May 26, '71, & that the abs't was forwarded on the day before.

Int. 13. Examine the writing at the bottom of Exhibit No. 1, in the following words & figures: "Sent abs't by mail; bro't up to & including mortgage; 5, 25, '71; fees, $3.00." State who wrote such words & figures on said letters; when & who wrote same.

Ans. It is in my handwriting, & object was to show that the answer to another letter had been made; made endorsement on wrong letter—was a reference to me, to show what had been done in the matter.

271 14. State whether or not you answered said several letters. If so, to whom did you direct the same, & to what point, if you remember?

Ans. I have no doubt but what I sent the answers to the letters to W. H. Farnum, the writer of said letters, at Milwaukee, as I had no other persons to send them to but to said co. at Milwaukee.

15. State whether or not you kept copies of such letters; &, if so, produce the same.

Ans. I did not.

16. State whether or not the letter marked "Exhibit 5," was or was not

recd. by you in the envelope in which it is now contained, & which is now marked "Exhibit 5."

Ans. It was.

17. State whether or not the several other letters marked "Exhibits 1, 2, 3, & 4" were enclosed in envelopes. If so, state whether they
272 bore the postmark of Milwaukee, & whether the envelopes bore the card of the Northwestern Mut. Life-Ins. Co., the same as is endorsed on Exhibit 5.

Ans. I have no distinct recollection of the character of the envelopes. I think that one of them could not have been sent in such envelope, because one of them enclosed an abst., & must have been in a large envelope; the ballance must have been in same kind of envelope.

18. State what business C. W. Copeland was engaged in in February, March, April, & May, 1871, if you know, or for the 3 or 4 mos. preceeding his departure from Cedar Rapids.

Ans. I don't think I had any personal knowledge of the fact except by report, but understood he was acting as agent for said co.

19. State whether or not you got such understanding, either from the acts or conversations of said Copeland, & whether during
273 that time he consulted you about the title to any real estate upon which he was about to make a loan for said co.

Ans. I have no recollection of any business transactions with Mr. Copeland during that time.

20. State from which of the officers of said co. you recd. said abst., & how you recd. it.

Ans. It was from W. Farnham, & I recd. it by letter; Exhibit 1.

(Sgd.) DANL. LOTHIAN.

Subscribed in my presence by the said Danl. Lothian, & by him sworn to before me this 17th day of , 1873.

U. CLARENCE BLAKE,
Examiner.

R. H. DUTTON, of lawful age, being produced & sworn on the part of pltff., deposed as follows:

Int. 1. State your name, age, occupation, & place of residence.

Ans. R. H. Dutton; 44 years old; ass't postmaster at Cedar Rapids, I'a.

274 Int. 2. State what your business was in the spring & summer of 1871.

Ans. I was ass't postmaster at Cedar Rapids.

3. State whether or not, in the spring & summer of 1871, you were acquainted with one I. T. Martin.

Ans. I was introduced to him in the latter part of spring or early part of the summer.

4. State, if you know, what I. T. Martin's business was at that time.

Ans. He told me he was State agent of the Milwaukee Life-Ins. Co.

5. State whether or not you know at or prior to that time one C. W. Copeland, & what his business was during the months of February, March, April, & May, 1871.

Ans. He was agent of above co. I knew him at that time. I knew him as such during the months of April & May, & by re-
275 port before that time, as such agent.

6. State what branch of business he was doing as agent for said co.

Ans. He represented himself as being general agent for soliciting policies of insurance & negotiator of loans.

(Answer objected as incompetant & hearsay.)

7. State whether or not during that spring or summer you had an interview with said I. T. Martin, or saw or had any letters from him in regard to C. W. Copeland or his correspondence; &, if so, state when.

Ans. The postmaster recd. a letter from Mr. Martin, directing him to forward mail directed to C. W. Copeland, bearing the card of the Milwaukee Ins. Co., to him, at Davenport. I had a personal interview with Mr. Martin, regarding some policies of insurance which came from
276 the Milwaukee Ins. Co. directed to certain parties at Cedar Rapids, which were unclaimed, & in regard to Mr. Copeland's mail, requesting me to forward it to Davenport, that I remember distinctly.

8. Were the policies you speak of recd. at your office from dfdt., directed to or in care of said Copeland?

Ans. They were not; they were policies for parties which Mr. Martin told me were probably bogus, & which he, Copeland, had sent to Milwaukee to make the co. think he was doing a big business.

(Objected to after the words "were not" as incompetant & irrelevant & not responsive to int.)

9. State when this interview was with Mr. Martin. If you can't give dates, state whether it was before or after Copeland absconded.

Ans. Can't state precise date. I should say it was some 2 or 3 weeks after Copeland absconded.

277 10. State whether or not letters were recd. at your office, directed to C. W. Copeland, in the spring or summer of 1871, on which was the postmark of the Milwaukee post-office, & containing the card of the Northwestern Mut. Life-Ins. Co. printed thereon.

Ans. Several letters were recd. on which was printed, "Return to the Northwestern Mutual Life-Ins. Co. at Milwaukee;" cannot swear at this late date as to what postmark was on them.

11. State whether you forwarded any letters to J. T. Martin as directed by him; if so, state about the time you forwarded the same, to whom were such letters directed, what postmark or card was endorsed or printed thereon.

Ans. There were letters returned to I. T. Martin which were directed to C. W. Copeland, on which was the return card, "Return to I. T. Martin, State agent, at Davenport, Ia.;" & my recollection is that 2
278 letters were returned to him on which were the return cards of the Milwaukee Life-Ins. Co.

12. State whether or not any effort or request was made by I. T. Martin to you or the postmaster to open certain letters then in your office directed to C. W. Copeland.

Ans. There was not.

(Sgd.) R. H. DUTTON.

Subscribed in my presence by the said R. H. Dutton, & by him sworn to before me this 17 day of July, 1873.

(Sgd.) U. CLARENCE BLAKE,
Examiner.

H. G. ANGLE, of lawful age, being produced & sworn on part of plaintiff, deposed as follows:

Int. 1. What is your name, age, and occupation, & place of residence?

Ans. H. G. Angle; 50 years old; railroad contractor, & reside in Chicago; president of the Angle Iron Rail Co. of Chicago.

279 2. State whether or not you are the pltff. in this suit.

Ans. I am.

3. State whether or not you were acquainted with one C. W. Copeland. If so, when did you become acquainted with him, & how long have you known him?

Ans. I think I was introduced to him at Cedar Rapids, about October, 1870. I knew very little of him until Dec., 70, & Jan., 71, & knew him continuously up to May 12th, 1871.

4. State where you resided & where C. W. Copeland resided at the time you knew him.

Ans. I resided at Cedar Rapids, as did Copeland.

5. State what business C. W. Copeland was engaged in after the 1st of January, 1871, & up to the time he left.

Ans. He was engaged in canvassing for the Northwestern Mu-

280 tual Life-Ins. Co. of Milwaukee, to procure customers to take policies in their co. & to borrow money of them.

6. State whether or not said Copeland had in his pos'ission any books, pamphlets, cards, or circulars purporting to be issued by said co. at that time, & whether or not he distributed any of such books, pamphlets, cards, & circulars in Cedar Rapids during said time.

Ans. He did all of that.

7. State whether or not you recd. any of said books, pamphlets, circulars, or cards from said Copeland prior to the 12th day of May, 1871.

Ans. I recd. from him & also took from the post-office a number of books, cards, pamphlets, circulars, advertisements, & life-tables during that time.

8. State whether you have in your pos'ession any of said books,

281 cards, circulars, or pamphlets. If so, produce the same & attach them to your deposition as exhibits.

Ans. I have in my pos'ession, that I recd. from Copeland, circular, Exhibit 6, pamphlet marked "Exhibit 7;" statement of new policies, marked "Exhibit 8;" small circular, marked "Exhibit 9;" the 2 leaved circular in colors, marked "Exhibit 10;" long slip, marked "Exhibit 11;" business card marked "Exhibit 12;" also business card marked "Exhibit 13;" also C. W. Copeland's card, heretofore attached & marked "Exhibit C" to deposition of W. W. Smith. I also recd. numerous other circulars & documents of a like character to them prior to the reception of these. I believe I recd. them in December, 1870, but am not certain; pretty sure I did.

9. Examine Exhibit B attached to W. W. Smith's deposition &

282 state whether any such a pamphlet was exhibited to you by said Copeland; and, if so, when.

Ans. I am not clear about it as to time, & I cannot say that he exhibited to me, but he gave to me pamphlets of this kind, comparing my recollection with the pamphlet.

10. Examine the cuts on Exhibits 7 & 12 & state whether or not it is a representation of the home office of the Northwestern Mutual Life-Ins. Co. of Milwaukee, at the city of Milwaukee.

Ans. I have no doubt but what it is designed to represent the building of the home office at Milwaukee. I have seen the building.

11. State whether or not you saw any advertisement of the card of C. W. Copeland in the newspapers published in Cedar Rapids during the months of January, February, March, April, & May, 1871. If so, give the substance or purport of said card.

283 (Objected to as leading in regard to date & calling for secondary evidence in regard to the contents.)

Ans. I have seen the card in the papers, & cannot give exact date or substance from recollection.

12. State whether or not the said Copeland was published or advertised in said papers as the agent of the Northwestern Mutual Life-Ins. Co. of Milwaukee.

(Objected to as calling for incompetent evidence.)

Ans. I think he was. My recollection is not perfectly clear; think I have read half a column to that effect; cannot swear with any degree of positiveness.

13. State whether or not you have in your pos'session a notice of the said Copeland's, as the agent of said co., taken from any paper or papers published in the city of Cedar Rapids; state in what papers it was published, the date thereof, & attach the same as an exhibit
284 to your deposition.

Ans. I have a slip of paper which purports to be the Daily Observer of Cedar Rapids, of date February 20th, 1871. It has a local notice of the said Copeland as the said agent & atty. for Iowa & Nebraska for the Northwestern Mutual Life-Ins. Co., & the same is hereto attached as Exhibit 14.

14. State whether or not you had any negotiations with said Copeland for the purpose of securing a loan from the Northwestern Mutual Life-Ins. Co.; if so, when such negotiations began, as near as you can, & state who commenced them, you or Copeland.

Ans. I did have negotiations with Copeland to secure a loan of that co. I think Mr. Copeland opened the negotiations. I believe it was in December, 1870; am not certain. I believe it was.

285 15. State in what capacity & for whome C. W. Copeland claimed to be acting at that time in making or attempting to make said loan.

Ans. He told me he was going to quit preaching, & had already made arrangement to act as atty. for the Northwestern Mutual Life-Ins. Co.; that he had not grace enough for a Methodist preacher; that he had already made & could make small commission by negotiating loans; that he had already secured a loan, or was securing a loan, I don't know which, for U. B. Brown; that the Northwestern Mut. Life-Ins. Co. was a Methodust institution; that he was an intimate friend of I. T. Martin, general agent at Davenport, &, being such, he had the inside track of anybody else, & that whenever he recommended a loan to the co. he always got the money.

(Answer objected to as hearsay, incompetent, & irrelevant.)

16. State whether or not you made an application to the
286 Northwestern Mutual Life-Ins. Co. for a loan; if so, state whether the same was made on written or printed form. If on a printed blank, state who furnished the blank.

Ans. I did make application. It was on a printed form. Copeland furnished me the blank, with the request to give merely the description of the property & my valuation of it, & that he would do the balance of it, & send it forward. He stated either at this time or at some other time that the executive committee passed upon every loan, & that they never refused a loan that he recommended.

(So much of the answer as relates to what Copeland said objected to as incompetant & hearsay, & not responsive to the question.)

17. State who filled up said blank application.

Ans. I filled up that portion of it which gives a description of the

property—the value of it in figures—the name of my wife & date—
287 my own name & residence.

18. State who filled up the balance of said application, if you know.

Ans. I do not know.

19. State whether or not there was a valuation made of said property at or after said application for loan was signed. If so, state whether such valuation was made upon a written or printed blank, who furnished the same, & at whose instance it was made.

Ans. There was an apprais'ment made of said property on a printed blank furnished by Copeland. I think I did not write upon it at all. I don't remember who filled it out & don't think I ever knew. It was at Copeland's instance that it was made.

20. State who were the appraisers; who valued the property.

Ans. The appraisers whose names are signed to apprais'ment
288 are W. W. Smith, S. C. Bever, N. B. Brown, & W. W. Walker.

21. State who solicited said appraisers.

Ans. I don't know.

22. Did you or not select them, & were you or not present when the apprais'ment was made?

Ans. I am pretty confident I did not select them. I am quite sure I was not present when the apprais'ment was made.

23. Examine the original application which you say you signed, & a copy of which, with the endorsements thereon, is marked "Exhibit 15" & attached to your deposition, & state whether or not such endorsements were made thereon at or before the time you parted with the pos'session of the same.

Ans. The endorsement was made after I parted with the application.

24. State to whom you delivered said application, & how, if you knew, it was transmitted to the df'dt, the Northwestern Mutual Life-
289 Ins. Co.?

Ans. I delivered it to Copeland. I don't know how it was transmitted.

25. Do you or not recollect of seeing the apprais'ment now accompanying said application, a copy of which apprais'ment is set out as Exhibit V to the deposition of N. B. Brown?

Ans. I do not remember to have ever seen it before to-day.

26. State whether or not you recd. any acceptance of your application for a loan of the Northwestern Mut. Life-Ins. Co. If so, state when & through whom you recd. the same.

Ans. I did receive a notice of acceptance of a loan for ten thousand dollars over the printed signature of J. H. Van Dyke, president of said co., with Farnham, in writing, under that. I recd. it from C. W. Copeland. I remember this endorsement upon it, "return Copeland."

290 27. Have you such acceptance in your pos'session? If so, will you produce the same & attach it to your deposition as an exhibit?

Ans. I have it. Here it is, marked "Exhibit 16."

28. Examine said acceptance & compare the same with the letters written by W. H. Farnham to Lothian & Mitchell & set out in Daniel Lothian's deposition, & state whether, in your opinion, the several instruments were written by the same person.

Ans. I think it is clear that the acceptance of the loan & the letters referred were written by the same person.

29. Examine the endorsements on the back of your application, a copy of which is set out as Exhibit 15 to your deposition, & state

whether or not said endorsements were written by the same person who wrote the several letters to Lothian & Mitchell above referred to.

291 Ans. I should think they were written by the same persons.

30. State whether or not you procured an abstract of the property described in your application. If so, state of whom you obtained the same, at whose instance you procured the same, of whom & when & to whom you delivered it.

Ans. I procured the abstract referred to of Lothian & Mitchell at the instance of C. W. Copeland, & delivered it to Copeland, but do not remember the exact time; but it was about March 23rd, 1871.

31. State whether you had any correspondence with or had any letters from said C. W. Copeland in regard to said abstract. If so, exhibit said letter as a part of your deposition.

(Objected to as incompetent & immaterial.)

292 Ans. I did receive a letter from said Copeland in reference to said abstract, dated March 23rd, 1871, which is set out in F. McClelland's deposition, & marked "Exhibit Q" & envelope "Exhibit R."

32. State whether or not you executed the bond & mortgage referred to in the original bill in this case. A copy of the mortgage is set out in the original bill, & a copy of your bond is set out & attached to your deposition as Exhibit 17.

Ans. I executed the bond & mortgage referred to; there was no such witness present as S. B. Gault when I executed the mortgage & bond, nor did I ever tell him to witness them.

33. State whether or not said bond & mortgage were written out by you or by whom.

Ans. They were not written out by me. I don't know who did fill them out.

293 34. State whether the same were printed forms.

Ans. They were.

35. State who presented them to you for execution, & the condition of them at the time. Were they filled out or not?

Ans. They were presented to me by C. W. Copeland for signature; they were at the time filled out ready for signature; the mortgage had the name of Sarah A. Angle upon it at the time it was presented to me for signature.

36. State whether or not the same were dated at the time they were presented to you, & what do you mean by saying Sarah A. Angle's name was upon the mortgage.

Ans. They were dated at that time. I mean that my wife had signed & acknowledged the mortgage before it was presented to me for signature.

294 37. State when & where you signed said bond & mtge.; who was present when you signed them; give the circumstances fully in regard to the signing of them, & why they were not signed by yourself & wife at the same time.

Ans. I signed the mortgage at my house in Cedar Rapids, on Saturday, the 13th day of May, 1871. Copeland & my wife, Sarah A. Angle, only were present when I signed them. They were not signed by myself & wife at the same time, because I had been absent from home some time & because my wife had signed the mortgage previous to my returning home. The circumstances were that I arrived home late in the evening of Saturday; that I was about to retire for the night; my wife came into our private parlor with C. W. Copeland. Copeland apologised, & said he came to get my signature to the bond & mortgage. I declined to attend to the business that night; that I was to' tired to read them

295 over; that I never signed documents of the kind without reading them over. He urged me to do so, stating that he wanted to start early on Monday morning to get the mortgage recorded & leave for Milwaukee. I read the bond & mortgage & signed them, cancelling the stamps as of May 1st, 1871, as the instruments were of that date. I also examined two policies of insurance on my house, & gave them to Copeland to have them endorsed upon the face of the policies by the agent of the company, "the loss, if any, payable to the Northwestern Mutual Life-Ins. Co. Copeland stayed only so long as for me to read, sign, & he to get the papers, & prepared to depart. As he was about to leave he asked me what city I wanted my draft, on Chicago or New York, stating that I could have them on either. I told him I did not care whether they were on Chicago or New York, but that I wanted one of $4,000 & the other of $6,000, & he departed, & never saw him since.

296 He urged me to endorse the policies as above spoken of, myself. I refused to do so, & he inquired, & I directed him where Eastman lived.

38. State whether or not you recd. from the Northwestern Mutual Life-Ins. Co., or its agent, any receipt or papers showing the delivery to said co. of said bond & mortgage. If so, state when, where, & from whom.

(Int. objected to as leading & suggestive of the character of the person who delivered to him the receipt.)

Ans. I did receive a receipt for the bond & mortgage immediately after signing them & delivering them to Copeland, upon my desk in my private parlor in Cedar Rapids.

39. Examine Exhibit S, attached to the deposition of F. McClelland, taken herein, & state whether or not that is receipt referred to in the last answer.

Ans. I have no doubt but what that is the same receipt. I recognize it both from the filling up & the imprint of the blank.

297 40. State whether or not said receipt was filled up at the time it was delivered to you or prior thereto. Did you see it filled up & executed?

Ans. It was perfect *it* in all its parts when Copeland took it out of his pocket & delivered it to me. I had never seen it before.

41. Are you acquainted with the handwriting of C. W. Copeland? If so, state whether said receipt, as far as it is written, is in the handwriting of said C. W. Copeland.

Ans. I am somewhat acquainted with Copeland's handwriting. I believe this to be in his handwriting.

42. State whether or not you signed & delivered to said Copeland an order on the Northwestern Mutual Life-Ins. Co. at or prior to the execution of said bond & mortgage. If so, state when & where.

Ans. I signed a blank order. It was not really an order. I

298 signed a blank prior to execution of bond & mortgage. It was in room or house of Mr. Copeland.

43. State to whom you delivered said blank order after you signed it, & why you signed & delivered the same, & at whose instance.

Ans. I delivered the order to Copeland, & I signed & delivered the same; but he presented the same to me & suggested that I should do so. I was at Copeland's room negotiating with him about this loan. He said the papers had gone forward & might come any time; that the co. required an order for the delivery of the money. I think he said money at that time, & that I might as well sign that blank order & that he would fill it out. I had my hat on & returned to the desk, took up

the blank & looked at it; saw the termination of it was in words, "in drafts to the order of," & put my signature to it. He threw it
299 into his drawer, & I went home.

Here atty. for pltff. demanded of C. C. Nourse, atty. for dfdt., the production of the order for inspection by the witness. He admitted that he had the same in his possession. Said Nourse declined to produce the same for the reason that dfdt. had already furnished the witness with a literal copy of the order, & he has it in his possession with underscoring showing what portion of it is printed.

U. CLARENCE BLAKE,
Examiner.

44. State whether or not said blank order signed by you was a written or printed blank; to whom was it directed?

Ans. It was a printed blank, & I don't re'mber, but I don't think it was directed to anybody.

45. State who were present when you signed said blank order.

Ans. I don't think there was anybody present but Copeland.

300 46. Have you a copy of the same, & can you state what was in said blank at the time you signed it? If so, state what it was.

Ans. I think I have a copy that I recd. of the Northwestern Mutual Life-Ins. Co. at Milwaukee, & my recollection is strengthened from this copy I recd. of the blank order. I could not swear positively when I signed the blank, only as to a portion of. I remember distinctly "drafts to the order of" was in print. I remember saying to Copeland that it had drafts or was in drafts, that I never carried large sums of money in money with *him*; that I had always considered it economy to pay a premium on drafts for the purpose of transmitting money. I don't recollect the exact words, but is substantially the language.

47. State when said blank order was signed by you were the drafts to be made payable to your order, or to the order of some
301 one else?

(Int. objected to for the reason that the draft itself, or an examined copy thereof which the plff. has in his pos'session, is the best evidence.)

Ans. Clearly to the order of the signer, myself.

(Ans. objected to as being the opinion of witness as to the legal effect of the paper he signed.)

48. State whether or not you had at that or any other time any further or other conversation with said Copeland as to how the proceeds of said loan should be returned to you. If so, state it fully.

(Question objected to as calling for incompetent & immaterial evidence, & as the conversation of said witness & his own agent, & of which dfdt. had no notice.)

Ans. I do not remember at that time of having particular conversation of how the money should be delivered to me. At the time of
302 the delivery of the bond & mortgage to him at my house, I requested him to bring me a draft for $4,000 & another for $6,000; I am not confident as to the time; but during some conversation with Copeland he told me that it was a rule of the co. to always pay in drafts drawn to the order of the party entitled to it. I thought at first the conversation occurred when I signed the blank order, yet I cannot now fix the time. I am not clear; it might have been at the time I delivered him the bond & mortgage, yet I am not certain of that.

49. If you have what purports to be a copy of the order furnished you by dfdt., please attach the same to your deposition as a part thereof.

Ans. I have what purports to be a copy of the blank order I
303 signed, but I do not think it is an exact copy; this copy was furnished me by the Northwestern Mutual Life-Ins. Co., & is hereto annexed as Exhibit 18.

50. State whether the words "drafts to the order of" were erased in the original signed by you, at the time you signed it & delivered it to C. W. Copeland?

Ans. They were not erased.

51. State whether or not you authorized the said C. W. Copeland or anybody else to make such erasure?

(Int. objected to as calling for the opinion of witness as to the legal effect of what was done at the time, & not for a fact.)

Ans. I did not authorize C. W. Copeland, nor did I authorize anybody else to do it.

52. State whether or not you authorized said C. W. Copeland or anybody else to insert in said order the words "current funds."

304 (Int. objected to for same reason as last int.)

Ans. I did not authorize Copeland or anybody else to insert those words.

53. State whether or not you executed & delivered to said Copeland or to the Northwestern Mutual Life-Ins. Co. any such order as is set out as Exhibit 18.

(Int. objected to for same reason as to int. 51.)

Ans. I never did.

54. State whether the words "drafts to the order of," if erased from the original order signed by yourself, were so erased with your knowledge, authority, or consent.

(Int. objected to for same reason as int. 51)

Ans. Those words were erased without my knowledge, authority, or consent.

55. State when you first knew of or ascertained that the words
305 "drafts to the order of" were erased in the order signed by you.

Ans. It was after visiting Milwaukee & having the original shown to me by Mr. Van Dyke, the president of the Northwestern Mutual Life-Ins. Co. Prior to my visit to Milwaukee, I was informed by J. S. Pearce or Mr. Parsons, of Chicago, that the cash'r or the secty. of the Northwestern Mutual Life-Ins. Co. had visited their bank & said that they feared that there was something wrong about the payment of money to Copeland, that an order had been altered, & he came down to see about it, or to that effect.

(Ans. objected to as not responsive to the question, & so much as what relates to what was told him by Mr. Pearce or Mr. Parson, as hearsay & incompetant.)

56. State whether or not you executed & delivered to C. W. Copeland, or to the Northwestern Mutual Life-Ins Co., any order or authority to said co. to pay to said Copeland in current funds the proceeds
306 of said loan from said co. to you.

(Objected to for same reason as int. 51.)

Ans. I never did.

57. If any such payment was made by said co. to said Copeland in current funds, was the same made with or without your knowledge, authority, & consent?

(Objected to for same reason as int. 51.)

Ans. If it was made to him, it was entirely without my knowledge, authority, or consent.

58. State whether or not, during the months of April & May, 1871,

you were not called away from home on business, & were such calls from home frequent or unfrequent?

Ans. I was from home during those months very frequently, & my recollection is that during that time I was away from home most of the time.

307 59. State whether or not you left any written instruction with your wife, or any other person, in regard to said loan or the proceeds thereof. If so, state with whom, & if such instructions were in writing, & refer to them as part of your answer to this interrogatory. State fully the circumstances.

(Int. objected to as calling for the declaration of the witness party plff. hereto.)

Ans. I left written instructions, Exhibit W, with, first, my wife; 2dly, I left a letter with my wife addressed to Copeland, Exhibit X, with instructions to Copeland what to do with drafts when recd.; 3rd, with one E. Hinckly, which is attached to Hinckley' deposition & marked "Exhibit A." The circumstances were that I was expecting Copeland back with the drafts & that I was compelled to leave home; that I had a debt maturing at Chicago which I wished to meet with the proceeds of the draft, & if the drafts came while I was absent, I wanted them

308 sent to me at Ottumwa, or at Burlington, & that if they came & were forwarded to me at either of those places I could go to Chicago direct instead of returning to Cedar Rapids. The direction to Hinckley were given with a view of the drafts coming by mail from Copeland.

60 State when, if you can remember, the note referred to as having been written to Mr. Hinckley, & the letter to your wife, in regard to the drafts, were dated.

Ans. The letter to my wife, I think, was written early in the morning of the 18th of May, 1871, the morning after I wrote the letter to Copeland. The note I wrote to Hinckley I gave to Hinckley direct; was written on the morning of May 22, 1871, just before I was leaving for Iowa City, to see if Mr. Copeland had returned.

61. State whether at the time of writing said notes, or either of

309 them, you had any knowledge, information, or belief that C. W. Copeland had drawn the money from the Northwestern Mutual Life-Ins. Co., & had absconded.

Ans. I had not any such thought, except with Hinckley, perhaps. If I wrote that note to Hinkley after I returned from Iowa City, I confess to having had a feeling of uneasiness in regard to his, Copeland's, actions.

62. State whether or not you ever recd. from said Northwestern Mutual Life-Ins. Co. any proceeds from, or consideration for, the bond & mortgage executed to you, & delivered to said Copeland, as above stated.

(Objected to as calling for the opinion of the witness, as a legal conclusion.)

Ans. I never recd. any consideration whatever from said co. for the signing & delivery of said bond & mortg'e.

310 63. State whether or not you recd. from said co., or any one else, any drafts, money or other property on account of said bond & mortgage.

Ans. I have not, neither from said co. or any one else.

64. State whether or not you ever made any demand of said co., or of any of its officers, for the proceeds of said bond & m'tg'e; if so, state when, where, of whome, & what you demanded.

Ans. My impression is that I made in person a demand, at Milwaukee, of Mr. Van Dyke, pres. of said co., on my first visit to Milwaukee on this business, & about the 26th or 27th of May, 1871, for the money or drafts. I have no doubt but what a formal demand for the money was made upon said co.

65. State whether or not Van Dyke paid or refused to pay
311 said money to you.

Ans. He refused to pay said money to me.

66. Examine telegram set out here as Exhibit 19, & state whether you recd. any such telegraph as that, from whom, & where you recd. it.

Ans. It was delivered to me by messenger of telegraph co., purports to be signed by John H. Van Dyke, president, & was delivered at Chicago, May 26th, 1871; it was in answer to a letter or dispatch I had sent Mr. Van Dyke.

Cross-examination:

1. Did you not become acquainted with Copeland before the month of October, 1870?

Ans. It is possible I might have done so.

2. Did he not obtain a subscription from you to the Methodist church, prior to that time?

312 (Objected to as not proper subject of cross-examination & immaterial.)

Ans. He might have; I don't remember.

3. Please examine book here shown you & state the date of that subscription.

(Int. objected to for same reason as last above.)

Ans. I can't tell, from the books of the subscription, the date of its being made.

4. State if your name is not on the subscription-book with a stamp attached cancelled March 27th, 1870, & whether or not you do not believe that was about the date of the subscription, & if you were not at that time acquainted with Copeland & knew him as the pastor of the Methodist church, of Cedar Rapids, & engaged in church work as such pastor.

(Objected to.)

Ans. My name is on the subscription-book for a subscription to the Methodist church building. There is a stamp annexed to the sub-
313 scription purporting to have been cancelled on March 29th, 1870, the cancellation & date on stamp not being in my handwriting. I did not think the subscription was made so early in the year, & judging from the cancellation of the stamps before & after this subscription, it would appear to me as if I must have made it at that time. When I made this subscription I knew C. W. Copeland from common report to be the pastor of the Methodist church in Cedar Rapids & engaged in the church work.

5. How long prior to the making of the subscription had you been acquainted with Copeland?

(Same objection.)

Ans. My impression is that it was a very short time.

6. Had or not Mr. Copeland, prior to the time of that subscription or during the summer of 1870, made some railroad speeches at your request in this county?

314 (Int. objected to for the same reason as above.)

Ans. It was my impression that he had made one speech in Cedar Rapids prior to the subscription. I never knew him to make any other railroad speeches in my behalf in this county.

7. State the date when Copeland's pastoral relation with the Methodist church of Cedar Rapids ceased.

(Objected to for same reasons as last above, & for the further reason that it is not the best reason.)

Ans. I really could not with any certainty tell. Don't remember.

8. Were you not cognizant of the fact of his retiring from said relation at the time it occurred, & did you not hear his last sermon on that occasion?

(Objected to for same reason as above.)

Ans. I went to hear what I supposed was his farewell sermon. He told me afterwards that he had preached his fairwell sermon
315 in the morning of that day.

(Objected to for same reason as the question, that it gives the statements of Copeland, which are hearsay.)

9. Was not the sermon you heard from Copeland on the day of his farewell discourse more than a month after you had made your application for a loan in this case?

(Ojected for same reason as above.)

Ans. I do not recollect.

10. Can you recollect whether or not it was after or before?

(Same objection.)

Ans. It is my impression that it was after I made my application, but I do not recollect.

11. When did you first see any of the cards or circulars that you have referred in your examination-in-chief in the hands of Copeland
316 or recd. them from Copeland? Was it after or before you had made application for the loan in controversy in this case?

Ans. I think in my examination direct I said that Mr. Copeland had shown me cards, circulars, tables of longevity, prior to the receipt of these marked exhibits. Those circulars & table', other than exhibited here, shown to me prior to making application for the loan—those circulars which are shown here as exhibits, in my testimony, were recd. by me subsequently to the application for a loan.

12. Did you ever see any card or circular like Exhibit C, referred to by you in examination-in-chief, prior to your application for a loan?

Ans. I do not remember to have seen such a card.

13. Did you ever see any pamphlet *let* similar to Exhibit B, with the name "C. W. Copeland, special agent for Iowa & Nebraska," on
317 the back of it, prior to your application for the loan in controversy?

Ans. I do not think I ever done so. I say similar pamphlets, but not with his name on the back, as I recollect.

14. Did you ever see any card, such as Exhibit 13, or printed envelope, such as Exhibit R, or letter-head, such as Exhibit No. 2, (two,) or card, such as Exhibit No. 12, prior to your application for the loan in controversy?

Ans. I do not remember to have seen the exhibits referred to, or cards, &c., like them with Copeland's name printed on the cards, prior to the time I made the application for the said loan.

15. When was your first conversation with Copeland in regard to your applying for a loan from the Northwestern Mut. Life-Ins. Co.?

Ans. I cannot remember.

16. Who was present, & where was it?

318 Ans. I do not remember that.

17. Did he at that time have any blank applications or blanks for appraisement in his pos'session?

Ans. I do not remember whether he did or not.

18. How long is it between the time you talked with him on the subject of the loan from the Northwestern Mut. Life-Ins. Co. & the time he furnished you a blank application for the loan?

Ans. I really cannot remember very much about it. I cannot remember the first conversation I had about it.

19. How, then, can you state that Copeland first introduced the subject to you?

Ans. Because that is the way he commenced the conversation to get a chance to insure my life in the co.

319 20. Did you ever propose to take any insurance in the co., on your life?

Ans. I think not.

21. When did you ever first talk with Copeland or Copeland talk with you about taking a policy on your life?

Ans. I am not clear, but think it was on the first conversation we had on the subject of a loan.

22. Had you the original blank, of which Exhibit No. 15 is a copy, in your pos'session, on the 26th of December, 1870, & was not that blank in your pos'session before you ever talked with Copeland on the subject of a loan?

Ans. I do not think it was in my pos'session before talking with Copeland on the subject of a loan. I presume I did have it in my pos'session on the 26th day of December, 1870, as it is dated in my handwriting.

320 23. Please examine the letter, of which Exhibit 20 is a copy, & state if you recollect of Copeland writing such a letter to Mr. Martin at or about the time of his first talk with you, or if he said anything about writing such a letter—or a letter—at about that time.

(Objected to as not the proper subject of cross-examination, & immaterial, & calls for the declaration of their own agent & is hearsay.)

Ans. I have no recollection of anything having transpired between myself & Copeland, in regard to a letter being written Mr. Martin or to the co. by Copeland.

X 24. Do you mean to be understood as saying that nothing was said in reference to Copeland writing Martin in regard to the business?

(Same objection as last.)

Ans. I mean to be understood as saying I do not remember of any conversation being had.

321 25. Please examine letter of which Exhibit 21 is a copy, & state if the same was not written by Mr. Copeland, with your knowledge, at the time the appraisement & application was handed to him by you.

(Same objection as last above.)

Ans. I have no recollection whatever of knowing or advising of the writing of the letter or of any other by Mr. Copeland to Mr. Martin.

26. Do you mean to say that you did not know that Mr. Copeland was corresponding with Mr. Martin in regard to procuring a loan for you.

(Same objection as last above.)

Ans. I mean to say that I don't remember—haven't any recollection of such a thing.

27. State what arrangement, agreement, or understanding there was between you & Mr. Copeland, as to what compensation he should
322 have if he would procure a loan for you from the Northwestern Mutual Life-Ins. Co., of $10,000.

(Objected to for same reason as above.)

Ans. I don't remember that I ever made any definate arrangement with Mr. Copeland for his compensation in procuring the loan. I do remember of some talk with Mr. Copeland about his extra compensation in procuring the loan, but nothing definite, as I recollect. He did say that Nick Brown gave him $50 for loaning him or getting a loan for him, & for that reason I recollect of talking something to him about his extra compensation in regard to this loan; but sometime afterwards in having *this* conversation with him he said the co. did not allow him to take more than $20 from any borrower, & that was for examining the securities & ascertaining the moral standing of the borrower.

(Answer objected to by dfdt., to so much as referred to Copeland's compensation from the co., as not responsive to int.)

323 28. What Mr. Brown do you refer to in your answer?

(Objected to for same reason as last.)

Ans. Nicholas B. Brown of Cedar Rapids.

29. Did you not know, at the time of your talk with Copeland about the compensation, that Nicholas B. Brown had employed Copeland on his account & had paid him for all the work he had done in regard to procuring for him (Brown) a loan from said co., & that Copeland was acting for Brown & not for the co. in that transaction?

(Objected for same reason as last above.)

Ans. I did not know it.

324 30. State if it was not your understanding that you would pay Copeland if you were successful in obtaining this loan from the Northwestern Mut. Life-Ins. Co.

(Same objection as last above.)

Ans. I confess I intended to pay Copeland some extra compensation; I do not intend to deny it; but I cannot remember that there was any compensation fixed between himself & me, or by myself or by him. I have an impression that to hurry him up to secure the loan & to secure the loan in preference to others, as he informed me that there were more applications than they could begin to fill, that I intimated, & perhaps said, that I would make it right with him, or do something handsome, or remunerate him, or give him a fixed sum, but I cannot remember as to that.

31. State if the amount of 1½ per cent. on the loan was not talked about between you & Copeland.

(Same objection as last above.)

325 Ans. I can't remember. I do not remember.

32. State if the matter of compensating him was not talked about before the application & appraisement were made out.

(Objected to for same as above.)

Ans. I can't remember.

33. Was it not a part of your first conversation with him on the subject of obtaining a loan?

(Objected to for same as above.)

Ans. I cannot remember, but don't think it was.

34. Did he not state to you in the first conversation as to the loan he had with you, that he was well acquainted with Mr. Martin, the State agent for the ins. co., & that through Mr. Martin he thought & believed he could obtain a loan for you for $10,000, & that he would do so for 1½ per cent., or in substance & effect did not such conversation occur between you?

326 (Objected to for same reason as above.)

Ans. I don't remember of such a thing.

35. State if you wrote out & signed a paper of which Exhibit 22 is a

copy, & if so, whether at that time you had any knowledge or information that the correspondence in reference to the loan was being conducted through I. T. Martin.

(Objected to for same reason as above.)

Ans. I wrote out & signed that application. I have no recollection that the correspondence was being conducted through Mr. Martin. I think I wrote that, & either took it myself or sent it by my son to Mr. Copeland, & that he *he* would forward it to the office or home office at Milwaukee, with other papers.

327 (So much of the answer after & including the words "I think I either wrote that or took it myself, &c.," objected to as not being responsive to the int.)

36. State where you were during the month of April, 1871.

Ans. I haven't any clear recollection where I was. I think I was at home, Chicago, in New York, & Boston. I think I was at St. Louis; that is my impression; I have no distinct recollection about it.

37. What time did you leave home, when you made your trip, when you went to Boston, & how long was it before you returned home?

(Objected for same reason as last above.)

Ans. I would not swear with any degree of positiveness that I was in Boston during the month of April. I do not have any distinct recollection that I was in Boston during that time, & cannot therefore answer definitely when I left home.

328 38. Please examine Exhibit 23 hereto attached to your deposition, & state if you wrote the same, & where you were at the time it was written, and to whom you mailed it.

(Objected to as not proper subject of cross-examination.)

Ans. I wrote this undoubtedly, & I do not recollect where I was. I see "Fremont House, Boston," at the head of the sheet; but I have no recollection where I was when I wrote the letter. It is addressed to C. W. Copeland, on the inside, & I presume I mailed it to him. The natural & fair inference is that I did write at the Tremont House, Boston, on that date, yet I don't remember a thing about it.

.39. Can you tell how long you had been away from home when you wrote that letter?

(Same objection as last above.)

Ans. Judging entirely from this letter & not from recollection I would judge I had been away from home 5 days when I wrote it.

329 40. Since you have seen that letter don't you think you are mistaken about delivering your abstract of title of your property to Mr. Copeland?

Ans. I think I am mistaken in this; that, judging from above letter, I should judge I left it with Mrs. Copeland.

41. Please examine a letter of which Exhibit 24 is a copy & the first postscript thereunto, & state whether or not the request therein made, that all papers relating to the loan should be addressed to Mr. Copeland, as you were out of the town most of the time, & wished Mr. Copeland to attend to the matter, is true or false.

(Objected to as not proper cross-examination.)

Ans. I have no recollection of it whatever. I do not think it is true that I so requested it.

330 42. State if you received from Mr. Copeland or any one else during the pendency or prior to your application for a loan, a paper of instructions, the same or of like character as that marked Exhibit O, & attached deposition of J. G. Kiebbs.

(Objected to as not proper subject for cross-examination.)

Ans. I have no recollection of having read as much of such a thing as I have read now. I do not think I did receive such a paper. I would not swear positively that I have not seen such a one. I am pretty clear that I have not read such a one.

43. Did you at any time prior to or at the time of executing the bond & mortgage in controversy, see any of the correspondence between I. T. Martin & Copeland in reference to this loan, or between I. T. Martin & the home office at Milwaukee?

(Same objection as last.)

331 Ans. I have no recollection of seeing a particle of writing between Mr. Copeland & Mr. Martin, or between Mr. Martin & the home office, or of having heard any read.

44. From whom did you receive information that the executive committee refused to loan you the 10,000 on the property described in your first application?

Ans. I really do not remember. I infer that I recd. it from Copeland. I do not remember now anything about it.

45. Did you receive any communications from the home office directly on the subject of the loan prior to the execution of the bond & mortgage, either mailed directly to you or otherwise?

Ans. I have no recollection of receiving any other but what I have produced and offered in evidence.

332 . State when & where you first talked with Copeland about going to Milwaukee to bring to you the proceeds of this loan, & who was present on this occasion.

(Objected to as not cross-examination & as misleading to the witness inasmuch as it suggests a fact as proven which has not been.)

Ans. I cannot remember. Mr. Copeland, I remember, once said to me that he had business there; that he could make his other business come in time so as to attend to this. At another time he said, if it was necessary, he would go in person & hurry them up. I cannot remember when, where, or who was present.

47. How long before the bond & mortgage was executed by you, was it understood between you that he should go to Milwaukee &

333 obtain for you the proceeds of the loan?

(Objected to as not proper cross-examination, & assuming the existence of a contract or understand[ing] between the witness & C. W. Copeland, that the said Copeland was going to Milwaukee for the witness, a fact which has not been proven.)

Ans. My present recollection is that I didn't have any understanding with him about his going to Milwaukee. My recollection is that my wife told me that, as the reason for his coming to my wife for her signature to the mortgage, before I signed it, *that* Copeland represented that he would meet me in Chicago. I infer I had no understanding with him about his going to Milwaukee.

(Answer objected to by dfdt. as not responsive to question as far as it pertains to what his wife told him.)

334 48. How long had you been away from home at the time you returned the evening you signed the bond & m'tg'e?

(Ans. I cannot recollect at all; I only base a guess upon it from what my wife tells me, that I had been to New York. I cannot tell how long I had been gone or where I was.)

(So much of answer as states what pltff. tells him, is objected to by dfdt. as not responsive, & improper.)

49. State if you had not, prior to leaving home on that occasion, advised with your wife in regard to her signing the mortgage, & if you had

not already signed the blank order in the hands of Copeland for the proceeds of the loan.

Ans. I do not remember having advised with my wife at all about her signing the mortgage, & hence I don't remember of having done
335 it prior to leaving home on that occasion, & I had signed a blank order & left it in the hands of Copeland.

50. How long had you signed the order before you signed the bond & mortgage?

Ans. I cannot remember how long it was. I knew I would be asked this question, & I have been trying to fix a time or a probable time.

51. Had the bonds & mortgage been recd. or had you seen them before you signed that order?

Ans, I had not seen the bond & m't'ge before I signed the order. I do not know whether or not they had been recd. by Copeland.

52. Did you sign the order before you left home on the occasion when you' return was on Saturday night, your return being same evening you signed the bond & m'tg'e?

336 Ans. I signed the order before I left home on that occasion, but I do not mean by that as fixing the time when I did sign the order.

53. At the time you signed that order, was it not understood between you & Copeland that he would go to Milwaukee with it?

(Objected to as not cross-examination.)

Ans. I did not so understand it.

54. What did you understand he was going to do with it?

(Same objection.)

Ans. I simply thought it was a blank form of the co., required by them before sending the money or drafts. I expected that they would send drafts with the bonds & mortgage, to be turned over to me when I signed the bond & mortgage.

(All the answer objected to by dfdt. after words "before send-
337 ing money or drafts," as not responsive to the question.)

55. At the time Copeland came to your house the evening you signed the bond & mortgage, what was your belief & impression as to the time when your note fell due in Chicago, at 3rd Nat. Bank.

(Objected to as not cross examination.)

Ans. My impression was that the payment of note at 3rd National Bank or whatever it was, fell due on 23rd of May, 1871, but I have an indestinct recollection of trying to have a little leeway, so as to have the money ready for it.

56. Did you not, while Copeland was at your house—was there then—look at a memorandum, & ascertain when said obligation did mature, & ascertain that it was some days later than you had thought,
338 before examining the memorandum?

(Objected to as not cross-examination.)

Ans. I do not recollect; it is possible I did so; I hardly think I did.

57. Did not Copeland offer to hand you back the bond & mortgage, & state to you that as there was plenty of time, you might as well send them to the co. in the usual way; that it might be a little longer, but your draft would be sure to come, & did you not say to him, "no, take them along," or words to that effect?

(Objected to as not proper cross-examination, & asking for the declaration of their own agent.)

Ans. I don't think I did, & I don't think he offered to hand back the bonds & m't'ge.

58. Did such conversation take place between you & Mr. Copeland at your house on that evening?

339 Ans. I remember now when I declined to read & sign the bond & m't'ge that night, that Copeland said to me substantially this: that if I preferred to send the bond & mortgage by mail, I could do so. It is my impression he said there would be some delay about it, or there would be likely to be some delay about it, but he did not offer to hand back the bond & m't'ge after execution.

59. State if you did not, in conversation with I. T. Martin, in his office at the city of Davenport, Ia., about the 1st of June, 1871, tell him that during that interview with Mr. Copeland at your house, the last evening you were together, after he had taken the bond & m't'ge into his possession & after you had ascertained that your note would

340 not mature in Chicago as soon as you expected, that Mr. Copeland said to you, as there was plenty of time, perhaps you had better take the papers & send them on in the usual way; that it might take a little longer, but that the drafts would be sure to come, & that your reply was, "no, take them along & go on," or words to that effect, & that such conduct on the part of Copeland had allayed all fear or given you perfect confidence that it was all right.

(Objected to as not proper cross-examination & as not proper impeaching testimony, the same relating to an immaterial matters.)

Ans. I am confident I did not so state to Mr. Martin, in Davenport, Ia., or at any other place.

60. Did you make such statement in substance or effect?

(Same objections)

341 Ans. I may have made the statement substantially as I have made it herein in answer to int. 58, but I do not remember that I did so.

61. Do you remember being at Mr. Martin's office at about that time, & when there, first in company with Hiram Price, & returning on same day without company?

(Objected to as not cross-examination & immaterial.)

Ans. I do not remember it. I remember of being in Mr. Martin's office. It was after Mr. Copeland went away; should say it was before June 1st.

62. Did you not know at the time you delivered Copeland that bond & m'tg'es, that he was going to take them to Milwaukee, & get the proceeds of the loan in person?

(Objected to as last above.)

Ans. I did suppose he would take bond & m'tg'e to Milwaukee,

342 and bring me the drafts for the amount of the loan.

(So much of the answer as relates to the drafts objected to as not responsive.)

63. When did you understand first that that was Copeland's intention —to go to Milwaukee & take the bond & mortgage with him?

Ans. I don't remember clearly; I think that my wife told me when I came home that that was Copeland's intention; I don't know that I knew it before.

64. How long had you been home that evening before Copeland came to your house?

Ans. I don't think I had been at home more than 2 or 3 hours.

65. By what train did you arrive, & by what road, if by rail?

Ans. I think I arrived on the Northwestern road from the

343 east by the night or evening train; yet I am not positive about

that, as the B. C. R. & M. trains came in about same time, & they made connection here.

66. Had you not seen Copeland & been in his company between the time of your arrival & the time he came to your house that evening?

Ans. I don't think I had. I don't remember to have seen him.

67. Were you not at Copeland's house that Saturday evening after your return home?

Ans. I don't think I was.

68. Did you give Copeland any money to pay his expenses to Milwaukee, or for any other purpose that evening?

(Objected to as not cross-examination & immaterial.)

Ans. I don't think I did. I have no recollection of any such thing.

344 69. You say that you did not?

(Objected.)

Ans. My best recollection is that I did not.

70. Did you at any time before that evening furnish him any money for his expenses for or on account of his procuring this loan?

(Objected to as above.)

Ans. Have no recollection whatever of having done so.

71. State if the endorsement made by the witness Hinkley, upon the back of Exhibit A, to his deposition, was made at your suggestion; &, if so, when?

(Objected for same reason as above.)

Ans. I suggested to Mr. Hinkly to put his name on the back of the document, & the date, as near as he could recollect. I went with

345 him to get a calendar to get the date. When I gave it to him, I requested him to keep it in his possession carefully, as it might be of some service to me, & the time I think must have been—I don't recollect when it was—must have been, considerable time after I gave it to him.

72. State in whose possession & where that paper was from the time you gave it to Hinkly, up to the time you gave him direction to endorse it.

Ans. I have every reason to believe that it was in the possession of Hinkley continuously. I do not recollect of having seen it after the time I gave it to him until I asked him to endorse it.

(Dfdt. objects to the words "I have every reason to believe that it was in the possession of Hinkley continuously.")

73. State if Copeland did not advise you on Saturday night,

346 when you executed the bond & m'tg'e, that it was necessary to have them recorded, & that he would take them to Marion for that purpose on Monday morning, & before he went to Milwaukee with them.

(Same objection as last above.)

Ans. I do not remember whether he did or not. I think he said he wanted to start early Monday morning; but don't recollect whether he said he wanted to start early in order to go to Milwaukee or to Marion. I testified about it in my direct examination.

74. What did you testify to as regards that matter in your direct examination?

(Objected to as not proper cross-examination & not the best evidence as to what he did testify.)

Ans. I think I testified that he wanted to start early Monday, but did not state where. I can look & see.

347 75. Did you not testify that he said he wanted to go to Marion?

Ans. Having had my mind refreshed by reading my testimony,

I state that I then stated that he said he wanted to start to Marion early on Monday morning.

76. Who tore up the paper Exhibit W, & who was present when it was done, & where was it done?

Ans. I tore up Exhibit W & threw it into the waste-basket. I did it sitting at my desk at my home in Cedar Rapids. I did it upon my return from that trip upon which I wrote up before starting. I don't think any one was present; perhaps my wife was.

77. Was it torn up before or after Exhibit A to Hinkley's deposition was written?

Ans. I think it was torn up before; am confident it was.

348 78. What day of the month & week did you write this & leave it for your wife?

I think I wrote it on the morning of May 18th, 1871. I left it on my desk for my wife, & called her attention to it when I was leaving home.

79. Was the letter to Copeland written the night before?

Ans. I have always been under the impression that it was.

80. Had Copeland ever said anything to you before leaving Cedar Rapids to go to Milwaukee, as to when he would return?

(Objected to as not proper cross-examination, & as asking for the statement of their own agent, & not competent.)

Ans. I don't remember that he did. It would appear natural that he should; but don't remember.

349 81. Had he said anything about writing to you from Milwaukee?

Ans. I hardly think he did.

82. What was your business at Iowa City at the time you & your wife separated at West Liberty, about which you testified?

(Objected to as not being proper cross-examination.)

Ans. I went to see if Mr. Copeland had returned to Iowa City, where I had learned, after I had returned home, that Mr. Copeland had removed.

83. Was not Mr. Copeland formerly in Cedar Rapids up to the Monday he left?

(Objected to for above reasons.)

Ans. I so understood.

84. State if you heard anything of the whereabouts of Copeland on your trip to Iowa City.

Ans. I did not. I don't remember of having heard of anything.

350 85. Please examine Exhibit T attached to deposition of F. McClelland, & state if that was the printed form of blank that you signed & left in Copeland's possession.

(Objection made by pltff.'s atty. to witness testifying any further in regard to the blank until the original is produced.)

Ans. I do not know for certain. It does not look to me like the blank I signed.

86. Did the blank you signed, at the time you signed it, have any card of the Northwestern Mutual Life-Ins. Co. at the top, like this on Exhibit T, or anything like it, or of a similar character?

(Objected to same objection as above, & not cross-examination.)

Ans. I cannot answer with any degree of positiveness.

351 87. Was it bound in a book, or did it have a strip upon it, or was it a slip of paper apart from any other of a similar character?

(Same objection.)

Ans. It was not bound in a book, & am not clear about it having a strip on; can't say.

88. Did you see any other blank forms of the same kind when you put your name to the one Copeland had?

(Same objection.)

Ans. I think I did, but I am not certain.

89. Was there any date, or any writing, or any pen-marks upon the blank at the time you put your name to it?

Ans. There was not.

90. Was any person present besides yourself & Copeland?

Ans. I don't think there was.

352 Now C. C. Nourse, atty. for dfdt., produces original order for the inspection of witness & counsel, but does not desire to make the same an exhibit at this time, but desires to retain to make it an exhibit to his own deposition.

U. CLARENCE BLAKE,
Examiner.

91. Please examine the paper here produced & state if the paper here produced is the paper shown to you at Milwaukee, & is paper which contains your genuine signature?

Ans. I think this is the paper shown to me at Milwaukee, & I think this signature of H. G. Angle I made.

92. State if Exhibit No. 18 to your deposition, purporting to be a copy of the original order, was not examined by you at Milwaukee at the time the original was exhibited to you by Mr. Van Dyke,
353 & examine them now & state wherein it is not a correct copy of said original, if in any respect.

Ans. It is; I have no doubt that is the copy of the original which was shown me when the original was exhibited to me at Milwaukee by Mr. Van Dyke; so far as the face of the bill is concerned it is a very fair copy, but it is not a fac-simile by any means. The back of the bill of the original has an endorsement which the copy has not, & is as follows: "Rec'd payment, May 16, 1871. C. W. Copeland."

Re-examination:

Int. 1. State whether or not you had any correspondence or communication with the Northwestern Mutual Life-Ins. Co., or any of its agent' other than C. W. Copeland, in regard to the loan in contro-
354 versy before or up to the date of the execution of the bonds mortgage above referred to.

Ans. I have no recollection of ever having had any correspondence with the said co., or its agents, except what passed through the hands of Copeland, up to the time of the signing of the bond & mortgage.

2. Examine the letter of acceptance of the loan by said co., & also the mortgage executed by you, & state whether all the property mentioned in the acceptance, Exhibit 16, was embraced in the mortgage; if not, state wherein is the difference, & why such difference was made.

Ans. I remember stating to Mr. Copeland that I would not tie up so much property for $10,000, & particularly one lot, being lot 1 in bl'k 24. He told me that they should take the m'tg'e & give the loan without that lot being in; that he would get the loan; lot 1 is left out
355 in mortgage, which if divided into 20-feet lots would make 3 lots for business.

(Objected to by dfdt. as not responsive, & as the talk of witness with his own agent & of which the dfdt. had no notice or knowledge & is not re-examination of the witness.)

3. State whether or not said lot was left out by your direction or request, &, if so, to whome was such direction or request made; to the said C. W. Copeland, or directly to the executive committee of the co.?

Ans. I requested of Copeland that that lot be left out; I did not request it of the ex. com. of that co., as I recollect.

4. State whether or not you were acquainted with said C. W. Copeland previous to the time he made the R. R. speech referred to;
356 at whose instance was he solicited to make such speech, & were you not then introduced to him?

Ans. I have always supposed . I was not acquainted with him prior to that time. My recollection is that I asked Dr. Ely to request Copeland to make the speech, on the dr.'s representation that Copeland was a smart man & good talker.

5. State whether or not you were a member of said Copeland's church, or had any business or any other relation or particular acquaintance with said Copeland, prior to his commencing the negotiation of said loan for you with the dfdt.

Ans. I was not a member of his church. I had but little acquaintance with him, & no business association with him whatever that I remember of, unless subscribing to the building of the Methodist
357 church could be so counted.

6. You say you intended to pay Copeland some extra compensation in answer to cross-int. 30. State whether or not said Copeland in negotiating loan was acting as your agent or the agent of said co., & how you so considered him in negotiating said loan, & offering or intending to pay such extra compensation.

(Objected to as not being recross-examination, & as calling for the views & opinions of the witness, & otherwise incompetent.)

Ans. He was not acting as my agent as I believe, but was acting as agent for said co., as believed. I designed to make him that extra compensation for giving me that precidence over other applicants for loan.

358 7. State whether or not the circulars, books, pamphlets, & cards, exhibited by you, as part of your deposition, came into your possession *a* were delivered by said Copeland to you before or after the bond & m't'ge above mentioned were signed by you.

Ans. They were all delivered to me before that time by Copeland, except a number which were dropped in the post-office to my address, according to an agreement to that effect made with me before that time.

8. State whether or not you solicited the said Copeland to go to Milwaukee with the bond & mortgage or whether he went on his own accord.

(Objected to as leading & calling for what passed between witness & Copeland in regard to going to Milwaukee.)

Ans. I do not remember to have requested him to go to Milwaukee with the bond & mortgage at all.

359 9. State whether or not the erasure, in the original order shown you by C. C. Nourse, of the words "in drafts to the order of" were made before or after you signed the same; if after, whether the same was made without your knowledge, authority, or consent.

Ans. They were erased after I signed it & without my consent, & I had no knowledge of it.

(Signed) H. G. ANGLE.

Subscribed in my presence by the said H. G. Angle, & by him sworn to before me this 18th day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

Not being able to complete the taking of the depositions by reason that C. C. Nourse, for dfdt., & J. S. Polk, for pltff., desire to return to Des Moines, I adjourn the further taking of the same until Tuesday, the 22d day of July, A. D. 1873, at 9 o'clock a. m., then to be continued at said place.

360

U. CLARENCE BLAKE,
Examiner.

Pursuant to the adjournment as above stated on this 22d day of July, A. D. 1873, at 9 o'clock a. m., at the office of Mills & Blake, in the city of Cedar Rapids, Ia., I continued the taking of said deposition as follows:

I. T. MARTIN, of lawful age, being produced & sworn on behalf of pltff., deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. I. T. Martin; 41 years of age; insurance agent; reside at Davenport.

2. State what business you were engaged in in the months of January, Feb'u'ry, March, April, & May, 1871, & during the latter part of 1870.

Ans. In the insurance business.

361 3. State for what co. you were acting.

Ans. The Northwestern Mutual Life-Ins. Co.

4. Examine Exhibits 7, 8, 9, 10, 11, 12, 13, & B, attached to deposition herein taken, & state whether or not said exhibits were published by the Northwestern Mutual Life-Ins Co., & state if you know whether or not you or the said co. furnished any such publication to C. W. Copeland. If so, state who furnished them, & when.

Ans. Exhibits 7, 8, & 10 were, I think, published by said co.; and not certain as to Exhibit E, except as to the card of said co., & my card on the 4th page Exhibit 11 was not published by said co, but was published by myself. Exhibit 12 was not published by said co.; it was published by myself, with the exception of the words "C. W. Cope-

362 land, special agent for Iowa & Nebraska," at the bottom of the card. I think those words were not printed by me or authorised. Exhibit B was published by said co., excepting the words "C. W. Copeland, special agent for Iowa & Nebraska," at the bottom of the card. Exhibit B is a publication of said co. excepting the words "I. T. Martin, state agent, Davenport, Iowa," at top of last page, & "C. W. Copeland, special agent for Iowa & Nebraska," at bottom of same page. Could not state positively that all of them were furnished C. W. Copeland either by said co or by myself. Documents like these, or some of them, were furnished C. W. Copeland by myself about the 20th of February, 1871.

(Objection to following words of said answer, to wit, not authorised, as not being responsive to int.)

5. State whether if any of these cards, pamphlets, or papers were

363 furnished said Copeland by the Northwestern Mutual Life-Ins. Co. direct.

Ans. Not to my knowledge.

6. State whether or not it was not customary for the agents of the N. W. Mut. Life-Ins. Co. to print their name and their relation to the co. on books, pamphlets, & cards furnished them for distribution, & did you not have your name and your relation to said co. printed on said books, pamphlets & cards in places left blank for that purpose.

The name & relation of the agent to the co. is sometimes printed on books, circulars, & sometimes not. My name & relation to the co. as it

appears on exhibits, except 11 & 12, were not published by me, & Exhibits 11 & 12 were published by me, except as above stated. The name "I. T. Martin, state agent," &c., as it appears on Exhibits 9, 7, & 13, was printed or placed there by the said co. when the documents were furnished to me; therefor' there were no places left to be filled by my name.

364 7. State whether or not it is customary & recognized by you, as the State agent, to permit agents of said co. appointed by you in the State of Iowa to have their names & their relations to said co. printed upon the books, circulars, pamphlets, or some of them furnished them by said co., or yourself, for distribution.

Ans. It is not customary.

8. State whether or not it is frequently done by such agents, to your knowledge.

Ans. It has been done in some instance by my direction.

9. State whether or not you had knowledge, prior to the 12th day of May, 1871, that C. W. Copeland was publishing to the citizens of Iowa, by letter, card, circular or newspaper advertisement, that he was special agent for Iowa & Nebraska of the N. W. Mut. Life-Ins. Co.

365 Ans. I think I did not know that he was advertising himself as such by letter, circular, card or newspaper advertisement prior to that date, except as to one or the other of the Exhibits 12 & 13. I am not certain as to which one or the other of them which I saw, as my memory now serves me, in the month of March, 1871, the 17th day, I think it was, which I think I was the first information I had that such an advertisment was being circulated.

10. Examine the large picture or show-card, or what perports to be the picture of the home office of said co. at Milwaukee, hanging up in the office of Brown's Hotel, in this city, & state who furnished said card to said Copeland, & when.

Ans. Have seen the card frequently; believe it was never furnished to C. W. Copeland at all, but was hanging in the office of Brown's Hotel some time prior to C. W. Copeland's appointment as agent.

366 That is my recollection in regard to that show-card.

(Answer objected to by pltf. *to* not being responsive to int.)

What I have stated in regard to Exhibit 12. in ans. to int. 4, relates to the printed card & not to the picture on the back of said card; said card with said picture on it, & without any printing on it, was prepared by said co., & furnished to me by them to be used by me in connection with my agency & business.

11. Are you guessing at the card hanging in Brown's Hotel, or do you know anything about it? If so, state what you know & not what you believe.

Ans. I have stated what I know about it above.

12. I want to know whether what you state about said card in Brown's Hotel is from actual knowledge or not.

367 Ans. That card, or one like it, was hanging in that office before Copeland was agent at all.

13. Did you see it there, & did you furnish it to any one to place there; and, if so, to whom?

Ans. I saw it there; my recollection is not quite clear as to whom I sent the card to be placed in that office. I sent a card of that kind for that office; have supposed & do now suppose that the card that is now there to be the identical card I sent to be put up in that hotel. Did not know of Copeland's name being on that card until the visit to this city before referred to, in March, 1871. My attention was called to the name

on the card by a clerk in the hotel; did not examine it closely then nor have I since.

14. State whether or not said card hangs in Brown's Hotel at
368 this date, with C. W. Copeland's name thereon as agent of the co.

Ans. I saw it last Friday, when Mr. Polk called my attention to it; my impression is that I saw it this morning.

15. State whether or not you have recd. letters from said Copeland, with a printed letter-head, in which he advertised himself as the special agent for Iowa & Nebraska of the Northwestern Mut. Life-Ins. Co.

Ans. I could not state that I had or had not, positively.

16. Examine the original, of which Exhibit 24 attached to the dep. of H. G. Angle is a copy, and state whether or not you recd. any such letter from C. W. Copeland; if so, state about the time you recd. it.

Ans. Have no means at hand of knowing the exact time I recd. it; presume I did receive it, & I have no reason to doubt but I
369 recd. it by due course of mail after its date, March 31st, 1871. I recollect of having recd. this or a letter of similar import from Copeland.

17. You furnished that letter to C. C. Nourse, atty. for dfdt.?

Ans. I presume I did. I have put no marks upon it to identify it. I have no doubts but what it is the letter.

18. State whether or not you kept copies of the correspondence between yourself & C. W. Copeland in regard to the business of the N. W. Mut. Life-Ins. Co.

Ans. I kept copies of some correspondence with C. W. Copeland; have no reason to believe that I kept copies of all the correspondence with C. W. Copeland.

19. Don't you keep copies of all letters relating to the business of your office written by you to the agents in the State of Iowa under your supervision?

370 Ans. I do not.

20. Have you Copeland's letters, written to you in regard to the business of the N. W. Mut. Life-Ins. Co.?

Ans. I presume I have those involving matters of any considerable interest.

21. Where are said letters written by him to you, & the copies of letters written by you to him at this time?

Ans. All that I have of such letters are in my office at Davenport.

22. Will you produce such correspondence for inspection, & have the same, or copies thereof, attached as exhibits to your deposition?

Ans. So far as they relate to the case in question I have no objection to do so.

371 23. When will you produce them?

Ans. I can & will produce them as soon as I can conveniently after my return to Davenport; cannot do so sooner.

24. Did you not receive a telegram upon one day last week, requesting you to bring with you the correspondence to Cedar Rapids when we were there taking depositions between you & Copeland & between you & the N. W. Mut. Life-Ins. Co. in regard to the loan in controversy?

Ans. I recd. a telegram; I don't remember the contents of it, except to appear at Cedar Rapids as early as possible with such papers as related to this business. I don't remember just how it did read.

25. Did you not go home from here on last Friday night & re-
372 main there until Monday evening or night? Could you not have, during time, hunted up all said letters & correspondence, & brought with you your letter-book? If so, why did you not do it?

Ans. It would have been possible to have done so. I was fully occupied in the mean time with my own business, & did not look up or look at any of the said letters referred to.

26. Have you a clerk in your office? If so, will you send immediately to him, at the expense of the pltff., for your letter-book, or books containing the correspondence between you & said Copeland & the said co., from Sept. 1st, 1870, until the 17th day of May, 1871?

Ans. I have a clerk in my office; will furnish copies of all such letters desired. I prefer to not have my books go out of my office.

373 27. State whether or not you will produce your letter-books containing copies of such correspondence at your office, & the letters recd. from Copeland and from the co. in regard to the loan in controversy, & other loans & business made, negotiable & transacted by said Copeland during said time, for inspection & copy, if we will adjourn the taking of this deposition to your office in Davenport.

Ans. Will furnish all letters in my possession recd. from C. W. Copeland relating to this case, & will permit copies to be taken from my letter book or books of all answers to such letters. I will exhibit correspondence with co. in reference to same transaction.

374 28. State whether or not, after Copeland absconded, you did not go to the house of the said C. W. Copeland in Iowa City, & examine said Copeland's letters & correspondence, & take therefrom letters written by yourself to said Copeland, letters written by H. G. Angle to said Copeland, & letter written by said co. to said Copeland. If so, state how many of each kind of letters you took, what you did with them. If you have them at this time, produce the same.

Ans. I went to the house where Mrs. Copeland was stopping, in Iowa City, & together with her examined books & papers, & took some letters written by myself to Copeland—one or more written by Mr. Angle to Mr. Copeland; some cards; do not now remember whether there were any letters from other parties, but think there were 2 or 3 letters from other parties; I do not recollect that there were any letters

375 from the co. The said letters are now, as I suppose, in my office. except what I have produced here. I have the letters which I did not bring in my office; of the cards, I saved but one or two copies, and those I have here. I cannot produce the letters here; I took a small record-book in which he kept a record of the insurance business which he did, & which I think I have. I do not know remember that I took anything else; if I did, I have it in my office, as I filed them away together, except the record-book. I promised to preserve & return them to Mrs. Copeland.

29. State whether or not you took from said Copeland's d'sk or house a letter-book in which he copied his correspondence, or copies of any letters written by him to yourself, to Angle, or said co., or did

376 you take any other books, pamphlets, circulars, & cards, other than above mentioned; if so, have you said letter-book, copies of said letters, books, cards, pamphlets, & circulars in your possession; &, if so, where?

Ans. I did not take any letter-book nor any copies of letters; I do not distinctly recollect of having taken anything else than what I have above named; intended to take a copy or two of each kind of book & circular we found; think I preserved all I took and have all I found. I think I have whatever I found there, except what has been or is to be exhibited herein. I found among said books & papers the copy of his contract, Copeland's, with myself.

30. State whether you are positive that you found no letter in said

Copeland's desk, at his home at said time, recd. by him from said
377 N. W. Mut. Life Ins. Co.

Ans. My recollection is that I did not; it has escaped my mem' if I did.

31. You would not be positive about it, would you?

Ans. My impression leans to positiveness; have not refreshed my memory. If I rec'd any such letter it is in my office.

32. Will you produce all of said books, letters, & copies of said letters taken from said Copeland's house at time above alluded to, for inspection at the same time you produce the correspondence first above called for?

Ans. I will produce any & all of said letters in any manner relating to this case in question, at the same time I produce above correspondence.

378 33. State when you first became acquainted with C. W. Copeland; in what capasity was he acting at the time; where did he live, & state whether or not the acquaintance during the time you knew him was intimate, and where he lived during that acquaintance.

Ans. As my memory serves me at this time, I was introduced to C. W. Cope'and in the town of Anamosa, in Sept., 1868. He was attending the Upper Iowa annual conference; I do not know where his residence had been prior to that time. I could not have intimate, for it was my first meeting. The conference referred to appointed him pastor of 14th st. M. E. Church at Davenport, for that conference year. During that time I knew him intimately. The conference of Sept., '69, appointed him pastor of M. E. Church at Cedar Rapids, Ia. During his pastorage here, I saw him occasionally. I last saw him, I
379 think, in the month of April, '71; forget the date.

34. Did you not receive a notice or notices from some person or persons in Cedar Rapids of the villanies or shortcomings of said Copeland, prior to the 12th day of May, 1871? If so, from whom & when, & if in writing, will you produce the same as an exhibition to your deposition?

Ans. Do not remember of having recd. any such notice from any person in Cedar Rapids, either written or verbal, prior to that date.

35. State whether or not you recd. any notice or obtained any information from or through any person or persons, either by letter, verbally, or through the newspapers, of any scandel or shortcomings of the said Copeland at any time previous to May 12th, 1871. If so, state from whom, & if such information was in printing or writing, & attach
380 the same to your deposition. If verbal, state the substance of it & from whom you recd. it.

Ans. I think I never recd. any information of any kind or in any manner designed as information or notice to me of any scandal in relation to him. I did hear in some manner, which I do not now remember, rumors that were unfavorable & prejudicial during the fore part or middle of March, 1871, & I came to Cedar Rapids, as my memory serves me, on March 17th—would not be positive as to the day—for the express purpose of ascertaining, if possible, if such rumors were probably well founted. I left here on evening of same day, feeling well satisfied they were not. There was not much substance to rumors against him. The import of them was that he was unduly familiar with
381 some woman at Cedar Rapids, & had some kind of a difficulty about having performed a marriage ceremony near here.

(Words "feeling well satisfied they were not" objected to by pltf. as not responsive.)

36. Have you or not authorised Methodist ministers in the State of Iowa to act as agents for the N. W. Mut. Life-Ins. Co. while preaching on their respective stations or circuits, without entering into any positive written contracts with them or giving them full power of atty. to act; in other words, is it not understood that upon all policies or loans solicited or made by Methodist ministers they shall be paid commission therefor, whether they have been formally qualified as agents of the co. or not?

Ans. No.

382 37. State whether or not you have not requested Methodist ministers in the State of Iowa, or told them they might add something to their salary by soliciting policies in the N. W. Mut. Life-Ins. Co.? Have not you furnished one or more of them with books & pamphlets for that purpose without having entered into any written or formal contract with them in regard thereto?

Ans. There may have been a few instances where an understanding somewhat similar to that stated, but I do not remember of an instance having occurred during the last 3 or 4 years; & where such an understanding was had, so far as my memory serves me, it was had with very special understanding as to how such an insurance should be effected, & I believe there never was such an understanding under such circumstances in relation to a loan.

383 38. Did you not enclose to C. W. Copeland blank application for a loan to be filled out by the said H. G. Angle? If so, state when.

Ans. I did. Stating from recollection, I will say that I think it was on the 29th day of December, 1870, & in answer to a letter from C. W. Copeland, I think, bearing date December 26th, same year, representing, substantially, that he requested it at Mr. Angle's request.

(All part of ans. after figs. 1870, objected to by pltff. as not responsive to int.)

39. State to whom you sent the card or circular containing picture or card representing home office at Milwaukee, which now hangs in Brown's Hotel in this city.

Ans. I think of nothing additional state in regard to that card.

384 I do not remember to whom I sent that card.

40. Do you or not know or have you not heard, either directly or through some of the officers or agents of the N. W. Mut. Life-Ins. Co., where C. W. Copeland is now or has been since he absconded, & have you or not had communication with him, either directly or indirectly, since the 17th day of May, 1871?

Ans. I have not had any personal knowledge of his whereabouts since May, 1871, nor have I heard through any of the officers or the agents of the co., as to where he is now or has been since that date. I saw a gentleman, agent of the co., who said to me that he saw that name, the name of Copeland, on a hotel register, & it occurs to me now that it was in Syracuse, N. Y.; do not remember distinctly. He supposed it

385 to be the name of the same party inquired for, but had no actual knowledge of that fact. Have had no communication, directly or indirectly, with him since that date. I may know something in regard to him not inquired for, to wit: I heard, indirectly & yet probably reliably, that he called on an uncle of his, as my memory serves me, at or near Big Flats, N. Y., subsequent to May 17th, 1871. Subsequent to that time I saw a letter, which, if my memory serves me, was addressed to Mr. Angle, from a point in Tennessee. I think & have said I believed the letter to have been written by said Copeland. The letter was shown

me, as I understood it, for the purpose of ascertaining whether I would ascertain the penmanship. It was my understanding that it was shown to me at the home office, at Milwaukee, as coming to them from
386 Mr. Angle. My remembrance is that the signature was Mrs. E. A. Hubbard.

(Plaintiff's attys. here rests, reserving the right, however, to examine said witness further on the production of letters & correspondence inquired about above.)

Cross-examination:

Int. 1. State the nature & character of your employment by the Northwestern Mut. Life-Ins. Co., & what the extent of your agency, & what it was during years 1870 & 1871, & what the connection, if any, you had with their business of lending money.

(Int. objected to as not proper cross-ex.)

Ans. I am employed by said co., and was during that time, to attend to the co.'s life-insurance business in the State of Iowa & Nebraska. Have had no direct connection with the co.'s business of loaning money. I was not at that time or any other time authorised to negotiate
387 loans for said co.

2. State whether or not you were ever employed by said co. to solicit loans on their behalf, or whether or not you ever recd. any commission or compensation of any *notion* whatsoever for loans made by said co., or whether you ever employed any person or persons to solicit loans in the State of Iowa in their behalf.

(Int. objected to by pltff. as not proper cross-ex.)

Ans. I was never employed to solicit loans in their behalf. I never recd. any commission or compensation of any kind for loan made by said co. I never employed any person or persons to solicit loans for said co. in Iowa or Nebraska.

3. State if you ever transacted any business for said co. or for
388 others in connection with their loaning money; &, if so, what it was & the nature & extent of the connection you had with such business.

(Same objected as last.)

Ans. I have transacted some business in connection with said co. loaning money. The nature of the business & the extent of it has been to favor the co. with my opinion as to the value of the property proposed as securities; sometimes named parties known to me as competent men for appraisers, & which, whenever done, has been ent'rely voluntary & not under any contract obligation. I have rec'd & forwarded papers to the co. & from the co.

4. State whether or not you ever employed C. W. Copeland to transact any business in connection with the loaning of money by said co., or whether said co. ever employed him so to do to your knowledge.
389 (Same objection, & further that int. is leading & asks for a legal conclusion & not fact.)

Ans. I never employed C. W. Copeland to transact money-lending business, nor did the co. to my knowledge.

5. State at what time C. W. Copeland obtained from you such of the printed cards & circulars which you say you furnished him, & whether or not his name was upon any of them at the time he so obtained them.

Ans. I think I furnished him a few books, circulars, &c., do not remember precisely what, on the 18th day of Feb., 1871; on these furnished at that time, am certain his name was not at that time. My impression is that subsequent to that date we sent him to this place some

such supplies as we were furnishing agents at that time, & I do
390 not remember that his name was on any of them at that time; would not state positively that his name was not on them at that time; do not remember positively. I would state further that the things furnished on the 18th of Feb., 1871, were the first supplies of any kind furnished him as agent.

6. State who employed C. W. Copeland, who compensated him, for what he was employed, & when was he first employed.

(Same objected as 4th int.)

Ans. I employed Copeland; I compensated him; I employed him to transact business in relation to life ins. He was first employed on Feb. 18th, 1871, prior to which date there never had been any contract, verbal or written.

7. State whether Copeland prior to that time had ever rec'd
391 from you or said co. to your knowledge any authority to transact any business in behalf of said co.

(Same objection as last.)

Ans. He never had as agent for the co.

8. State how you came to send C. W. Copeland blanks for application for a loan, & if by written request attach & make it an exhibit to your deposition, the letter containing said request, & mark the same Exhibit 25.

(Int. objected to for same reason as last above.)

Ans. I sent the blanks to Copeland at his written request & hereto attach the original, marked Exhibit 25.

9. Please examine Exhibit No. 23 attached to these depositions, & state whether or not that is the letter you found among Cope-
392 land's letters at Iowa City, after he absconded.

Ans. I believe this to be the identical letter.

10. State whether the name of Copeland is upon the card hanging up in Brown's Hotel in print, in ink, or in pencil, & upon what part of the card it appears.

Ans. The name of C. W. Copeland is upon said card in pencil, & upon the lower right-hand side of card, I believe.

11. State whether you sent any such a card from your office to any one with Copeland's name upon it.

Ans. I have no distinct recollection that I ever did. I could not state positively.

(Signed) I. T. MARTIN.

Subscribed in my presence by the said I. T. Martin, & by him
393 sworn to before me this 23d day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

S. C. BEVER, of lawful age, being produced & sworn on behalf of plaintiff, deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. S. C. Bever; 65 years of age; pres. City Nat. Bk., Cedar Rapids, Ia.; reside at Cedar Rapids.

2. State how long you have resided in the city of Cedar Rapids, Ia.

Ans. 21 years last April.

3. State whether you or not *you* are acquainted with pltff., H. G. Angle; &, if so, how long have you known him?

394 Ans. I am acquainted with Mr. Angle, & have known him 18 or 20 years.

4. Were you acquainted with one C. W. Copeland in the fall & winter of 1870, & the spring of '71; if so, where did he then reside?

Ans. I was acquainted with him during that time, at Cedar Rapids.

5. During that time what was your business?

Ans. Banking.

6. State whether or not during said time you appraised or valued any property of the pltff., H. G. Angle. If so, state at whose instance such an appraisement was made, & whether your appraisement was in writing or otherwise.

Ans. During that time I was called upon by C. W. Copeland
395 to appraise some property belonging to Mr. Angle. I made such appraisement & signed it.

7. Examine original, of which Exhibit V attached to this deposition is a copy, and state whether the same is the one referred to & signed by you.

Ans. I signed this appraisement, & is the one I refer .

8. State who brought said valuation or appraisement to you, & to whom did you deliver it after you had signed it?

Ans. C. W. Copeland brought it to me. I signed it after I had considered the valuation, & I handed it back to him, C. W. Copeland.

9. Examine the original, of which Exhibit 22 is a copy, & state whether you signed it, & who, if you recollect, brought the same
396 to you, & to whom did you deliver it?

Ans. It is my signature, but I do not recollect about it. My impression is that Copeland brought it to me—am not clear about it.

10. State whether or not during such time you knew of Mr. Copeland negotiating or offering to negotiate any loans with any person or persons in Cedar Rapids for the N. W. Mut. Life-Ins. Co.

(Int. objected to as calling for immaterial & incompetent evidence.)

Ans. Mr. Copeland told me he was the agent for the negotiation of loans for a Milwaukee ins. co., the title of which I do not now recollect. He also told me that he was negotiating a loan for Mr. Angle.

(Answer objected to as hearsay & im.)

397 11. State when he told you he was the agent for the co. mentioned in said appraisement papers.

(Int. objected to as leading & calling for incompetent & immaterial evidence.)

Ans. That way my inference.

S. C. BEVER.

Subscribed in my presence by said S. C. Bever, & by him sworn to before me this 22d day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

E. L. ENO, of lawful age, being produced & sworn on behalf of pltff., deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. My name is E. L. Eno; 43 years of age; am proprietor of Brown's Hotel; reside in Cedar Rapids.

398 2. State what your business was in 1870 & 1871, while you resided in Cedar Rapids.

Ans. During fall of 1870 I was furnishing hotel I now occupy; opened the house in December 22, 1870, & have been proprietor of it ever since.

3. State whether or not you were acquainted with C. W. Copeland during the winter of 1870 & the spring of 1871.

Ans. I got acquainted with him in fall of 1870, & knew him while he was here.

4. State what business said Copeland was engaged in during months of January, Feb., March, April, & May, 1871, if you know.

Ans. I cannot designate the months exactly. He was soliciting life-ins. in the winter. He spoke to me once or twice, & insured
399 several parties in stores under the hotel in the latter part of the winter of 1870 & 1871.

5. State for what co. he was soliciting insurance.

Ans. He pretended to represent the Northwestern Mut. Life-Ins. Co.

6. State whether or not he was engaged during that time in soliciting loans from said co. for any persons in Cedar Rapids.

Ans. He told me that he was doing that kind of business, & he wanted to raise me 2 or 3,000, & told me when he had raised money for others. All I knew about it is what he told me. He told me he raised money for N. B. Brown.

(Ans. objected to as hearsay.)

7. State whether from what co. he proposed to obtain money
400 for you, and what, if any, steps were taken by you to procure said loan.

(Objected to as immaterial & incompetent.)

Ans. He represented that he could get the money from the N. W. Mut. Life-Ins. Co., & on the strength of it had sent & got the documents. A letter accompanied; the papers were blanks to be made out & a letter accompanying them.

8. State who the letter was from, & whether or not the letter was delivered to you.

Ans. The letter was from the co. I would not say positively; might have come from Martin; my impression is that it came from the co. The letter accompanied proposi'ons to loan money on such & such terms.

9. State whether or not you have said letters or papers in your possession.

Ans. I have not; they were sent to Mr. Copeland, & he showed
401 them to me. We read them together; they exacted real estate unencumbered. I had none. I dropped the matter.

10. State whether or not said Copeland placed in your hotel any card or advertising circular or circulars. If so, what, & when?

Ans. He did put a card there—aforesaid cut of the home office. He brought it into the office himself, & myself & him put it up together. It still hangs there.

11. State whether or not I. T. Martin's name was on said card, & whether or not the name of C. W. Copeland was on it when it was hung up.

Ans. They were both on it when it was hung up as now; Martin's name was printed, & Copeland's name, in lower right-hand corner, in ink, I think; it may be in pencil.

402 12. State about when said card was brought to your & hung up.

Ans. I can't give any definite time; it was during that winter of '70 or spring of '71; somewhere along there; soon after the house opened.

13. State whether or not the same has remained hung up in your *the* house & still remains there.

Ans. The same hangs there, & has ever since it was placed there.

14. Examine Exhibits D & E, attached to deposition of J. G. Kules, & state whether or not the blanks presented to you by C. W. Copeland at the time he was ta'king of negotiating a loan for you were similar to those.

Ans. I think that Exhibit E was not filled out; was like it in
403 blank; both were blanks similar to these. I spoke to Gen. Y. W. Jones, of Dubuque, in regard to making a loan of somebody. He spoke of the N. W. Mut. Life-Ins. Co. On his suggestion, I wrote to the co., at Milwaukee, & then they returned these papers to Mr. Copeland, & wanted him to investigate if the security could be got up in good shape, & that is the way Copeland happened to come to me. Copeland brought the blanks to me at my house, & showed them to me.

Cross-examination:

1. Examine Exhibit O, attached to Kreb's deposition, & state if such a paper as that accompanied the other blanks of which you have spoken.

Ans. I think it was in substance like this. I got the impression
404 that it was a written letter giving directions, but may have been printed like this. I presume this is the exact thing. I could not say.

2. Do you know anything about Copeland receiving these papers from the ins. co., except what he told you at that time?

Ans. He brought them to me in a large envelope, directed to C. W. Copeland, Cedar Rapids, Ia., & came through the post-office, & there was a written reply in it, referring to my letter to the co. about the loan.

3. Was that written letter from I. T. Martin at Davenport, or a letter from the co. to I. T. Martin, referring your application to him, & mailed by him to Copeland?

Ans. I cannot say which way it was; how it came around; I did not pay any attention to it; it might have been to Martin or to Copeland. My letter was to the co.

405 4. How long was this after N. B. Brown had obtained his loan?

Ans. That is the first I knew Brown had a loan.

5. State, to the best of your recollection, the time or about the time when you saw the papers refer'ed to *to* in Copeland's hands.

Ans. I can't give the time; as near as I can remember, I had borrowed a $1,000 from City Nat. Bank, for 90 days. I think it was about middle of November, 1870, & it was very near due, & the objection of getting this money was to pay this & some other matter, and I think it was about, judging from that time, the fore part of January, 1871.

6. Examine Exhibit C, in deposition of W. W. Smith, & state
406 if you saw that card in Copeland's hands at or about the time of this transaction, when he presented you with these blanks.

Ans. I don't I ever saw one of those cards before.

7. State the names of the persons in the building there for whom you say he obtained policies of insurance in the co.

Ans. He told me he took insurance there; I think he told me one of the Ames, & I think both of them.

8. Was this conversation about insuring Ames at about the same time when he was talking about procuring a loan for you & showed you these blanks, & was it before or after?

Ans. My impression is that it was after he showed me the blanks.

9. Did you direct a letter to the Northwestern Mut. Life-Ins.
407 Co., Milwaukee, making inquiry about procuring a loan from them? If so, give as near as you can the date.

Ans. I cannot tell now whether I directed the letter directly to the co. or to Mr. Martin, at Davenport. I did not know anything about th e co. or Mr. Martin. Wherever Mr. Jones told me to direct the letter I did so.

10. Did you ever write but the one letter, either to the co. or to Mr. Martin, on the subject?

Ans. I don't remember as I wrote but one. I can't say that I did.

11. About how long between you wrote & mailed that letter & the time you saw these blanks in the hands of Copeland?

Ans. I cannot tell. It was right away, in a very short time, as soon as a letter of that kind would get a reply.

408 (Signed) E. L. ENO.

Subscribed in my presence by the said E. L. Eno, & by him sworn to before this 22 day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

TESTIMONY ON PART OF DEFENSE.

Testimony on part of defense.

N. B. BROWN, of lawful age, being produced & sworn on behalf of dfdt., deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. N. B. Brown; age, 56 years; capitalist, & reside in Cedar Rapids, Ia.

Q. State if there you know of any other person of your name & initials who has resided in Cedar Rapids for the last 3 years?

Ans. I do not know of any.

409 3. State if you procured a loan of money for the North W. Mut. Life-Ins. Co. If so, when, & the amount?

Ans. It was, I think, in October, 1870. I procured a loan of $5,000 in 1870, I believe it was.

4. State if you knew C. W. Copeland during the years 1870 & 1871.

Ans. I did.

5. State whether or not at the time you procured your loan from the N. W. Life Ins. Co. said Copeland was, to your knowledge, acting as agent for said co.

(Objected to as immaterial.)

Ans. I think he was not.

6. State what business he was in at that time, & when, as near as you can, the first you knew of his acting as agent for the co.

(Same objection.)

410 Ans. At that time, I think he was preaching at Cedar Rapids. I could not tell when he commenced acting as agent for the co. He got this loan for me & he went & got the money himself, & he kept $500 out for the purpose of becoming an agent for said co.

(That much of ans. objected to as relates to conversation with Copeland as hearsay.)

7. State whether or not you gave him any written order or authority to the co. to draw the money for you.

(Quest. objected for same as last above.)

Ans. My impression is that I gave him a written order; would not be positive.

Cross-examination:

1. State whether or not you signed blank application' for said loan, &, if so, to whom did you deliver them?

Ans. Well, the application' I signed were delivered to Copeland.

411 2. Was there not written valuation of your property similar to those signed by you in regard to the property of H. G. Angle, & to whom did you deliver such valuation?

Ans. All the paper' that I signed & delivered were delivered to Copeland. Could not tell what they were.

3. Were not those papers forwarded by Mr. Copeland to Mr. I. T. Martin, & did not the said Martin, by correspondence or otherwise, aid in procuring said loan?

Ans. I could not recollect now, but my impression now is that they went to Martin.

4. Did not Copeland, in soliciting said loan & preparing the papers, tell you that he was working for the co., or had some arrangement with the co. whereby he could procure the loan for you?

412 Ans. I don't think he did. I think his agency commenced afterwards.

5. State whether or not the said Copeland went to Milwaukee at the time he procured your loan, & whether or not he brought back with him the money obtained on your bond & mortgage.

Ans. The loan was really procured before Copeland went, and he stated that he business in Milwaukee, & he would draw the money & fetch it to me.

6. State what time this was when he went to Milwaukee & brought you this money.

Ans. It must have been not earlier than the middle of Oct., 1870. He was gone nearly a month, say 2 to 3 weeks. He stayed, I think, from the middle to last of October, 1870, somewhere.

(Signed) M. B. BROWN.

413 Subscribed in my presence by the said N. B. Brown & by him sworn to before me this 23d day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

THOS. G. NEWMAN, of lawful age, being produced & sworn on behalf of dfdt., deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. Thos. G. Newman; 39 years of age; publisher of a newspaper, & reside in Marion, Ia.

2. In what business were you engaged in the year 1871, & where did you then reside?

Ans. I was engaged in business of editor & publishing the Daily Observer, in Cedar Rapids, Ia., & had a job department in connection with above business.

3. State if you were acquainted with one C. W. Copeland at
414, 415 that time, & where did he reside?

Ans. I was. He resided in Cedar Rapids.

4. Please examine Exhibit B to deposition of W. W. Smith, & Exhibit' No. 12 & 13 to deposition of H. G. Angle, & state if you printed any portion of said exhibits. If so, when, & at whose request?

Ans. I printed on the back cover of Exhibit B the words "I. T. Martin, State agent, Davenport, Iowa," at the top, and "C. W. Copeland, special agent for Iowa and Nebraska," at the bottom; on Exhibit 12 I printed the words "C. W. Copeland, special for Iowa & Nebraska" each side of word "agent" on said card. On Exhibit 13 I printed the words "C. W. Copeland, special agent for Iowa and Nebraska;" words on Exhibit B above was printed Feb. 20, 1871. Words on Exhibit' 12 &
416 13 were printed on 21st of March, 1871. It was done at Copeland's request.

5. Please examine Exhibit C attached to W. W. Smith' deposition & state if you printed the same. If so, when, & at whose request?

Ans. I printed it on 20th of Feb. 1871, at request of C. W. Copeland. I printed the entire card.

6. Please examine Exhibit T, attached to deposition of F. McClelland, and state if you printed the same; &, if so, when & at whose request, & how many blanks of that character you printed & in what form they were delivered & to whom did you deliver them?

Ans. I printed on 21st day of March, 1871, at the request of C. W. Copeland, & I printed 50 blanks of that character, & my impression
417 was that they were bound in a book, but I could not state positively. I delivered them to C. W. Copeland.

7. Please examine the original of which Exhibit 18 attached to deposition of H. G. Angle is a copy, & state whether or not the printing on that form was done by you.

Ans. It was.

8. Please compare said original with the corresponding portion of the same on Exhibit T, which has been heretofore shown you, & state whether or not the printing was done from the same form & type, in your judgment.

Ans. It was.

9. State why, or any facts appearing on the two papers which, in your judgment, identifies them.

Ans. The facts that the word "P" in "Pray" has marks corresponding on the face of it, which marks can be also clearly seen in "y" in
418 "pay," "D" in dollars, "l" in dollars, "of" in the word "of," & the "f" in the end of "account of," the letter "n" in the word "in" & "f" in *in* word "of" in "to the order of" as well as sundry indentations in the rule of said job. By "marks," I mean battered marks on the face of the letter.

10. State if the original of which Exhibit 18 is a copy is or not one of the forms printed by you, & delivered to Copeland as above.

Ans. It is.

11. State if you have the files of the paper published by you & containing the article of which Exhibit No. 14 is an impression, &, if so, state when the same was published and at whose request.

Ans. I have the file copy. It was published on 20th of Feb., 1871, at the request of C. W. Copeland.

419 12. State if you printed a card or advertisement in either your daily or weekly *or weekly* paper for Copeland, & when was the first date of its insertion. If so, attach a copy of what you printed & mark it Exhibit 36.

Ans. I printed a column advertisement for him in the Linn County Signal, a weekly paper published by me, & commenced the publication of the advertisement on the 17th day of May, 1871; it was ordered some time previous to that date. It was ordered about the 1st of May, 1871, by C. W. Copeland.

13. Who wrote the original copy from which Exhibit 36 was printed?

Ans. It was partly written by C. W. Copeland & the balance of it was printed matter. It was printed matter, I think, all but the last two paragraphs, which were in Copeland's handwriting.

420 Cross-examination:

1. Examine card hereto attached, marked Exhibit 37, & state where you obtained the same, & from whom.

Ans. This, I think, I got of I. T. Martin.

2. State when it was furnished to you by I. T. Martin.

Ans. I think I got it by mail in March, 1873.

3. State whether or not it is similar to card marked Exhibit 13 upon which you printed "C. W. Copeland, special agent for Iowa & Nebraska."

Ans. The arrangement of the card is very similar.

4. State how many copies of Exhibits 12 & 13 were furnished to you by C. W. Copeland, & upon how many of the same did you print the name of Copeland as above stated?

421 Ans. He furnished me 250 of them altogather, & I printed his name on the whole.

5. Were not blanks left on said cards marked Exhibits 12 & 13 on the bottom & right-hand corner thereof for the purpose of printing thereon other matter, & did you not insert said name of said Copeland in said blanks so left?

(Objected to because the witness did not leave the blanks & is not competent to state the intent for which the blanks were left.)

Ans. Blanks were evidently left in Exhibit' 12 & 13 for the purpose of printing or writing agents' names, & I printed in those blanks.

6. State whether or not the word "agent" was on said exhibits, or either of them, at the time when Copeland so delivered them. If
422 so, state on which. State also whether the lines ruled at the bottom of Exhibit 12 were there when you rec'd said cards from said Copeland; give the position of the word "agent" as it appeared on said card.

Ans. The word "agent" & the rules or lines on each side of it were on Exhibit 12 at the time they were given to me to print.

7. State how many books similar to Exhibit B you printed the name of Martin & Copeland on.

Ans. I think there was about 100 of both kinds; but how many of Exhibit B I could not say.

8. State whether the other book upon which you printed C. W. Copeland's name was a book issued, or purporting to be issued, by the N. W. Mut. Life-Ins. Co.

Ans. It was.

423 9. State whether or not the said I. T. Martin has, since that time or before, furnished to you any similar books or pamphlets.

Ans. He has not.

10. State whether or not you printed any circulars for the said Copeland. If so, state when, how many, & give a copy thereof, if you can.

Ans. I printed *a* 1,000 circulars on Feb. 28, 1871, for said Copeland. I have a copy of them & attach the same as Exhibit 38; they were printed at the Observer office.

11. State whether or not you inserted said circular in the Daily Observer & Weekly Signal.

Ans. I did; as separate sheets folded in the papers.

12. State whether or not you sent a copy of said papers, or
424 either of them, with such insertion, to I. T. Martin, or to the N. W. Mut. Life-Ins. Co.

Ans. I did not.

13. State whether I. T. Martin was a subscriber to your paper at that time.

Ans. He was not.

14. Did you not print on other books & cards for said Copeland? If so, state when, what they were, & what you printed on them.

Ans. I did; on April 26 & May 11, '71; they were similar to the

others; were about 100 books & 300 cards; I printed his name & agency on them.

15. State who said books & circulars last above mentioned purported to be issued by, & were they advertising-books & circulars of the North W. Mut. Life-Ins. Co.

Ans. I believe they were.

425 16. State what you printed on said 300 cards last above mentioned.

Ans. "C. W. Copeland, special agent for Iowa and Nebraska."

17. State whether said cards had any printed matter on them prior to your printing on them. If so, what? & if you have a copy, produce the same.

Ans. They were partly printed, similar to Exhibits 12 & 13. I have no copy.

18. State what said Copeland said to you about said cards at the time he furnished them to you for the printing above mentioned, & from whom did he tell you he had recd. them, & for whom did he claim to be acting?

(Objected as not cross ex., & calling for hearsay evidence.)

Ans. He brought a card having the words that he wanted
426 printed written on it, & told me to print it on the whole of them. One package came by express from Mr. Martin, at Davenport, which he told me to go to the express office & get. I suppose the rest came from Martin, but I do not know. I do not know that he told me particularly as for whome he was acting.

19. State which of the batches of books or cards so printed was recd. by express from said Martin. If a copy of books so expressed by I. T. Martin is set out as exhibits to this deposition, please refer to & identify them.

Ans. I think it was the books & cards printed on the 11th of May, 1871, but am not certain; can't identify the particular one.

20. State whether or not said Copeland, I. T. Martin, or the N. W. Mut. Life-In. Co. paid for said printing or any part thereof. If
427 so, who, when, & how much was paid, & if you have a copy of your account attach the same to your deposition as an exhibit.

Ans. I had taken out a policy on my life, through Mr. Copeland, from the N. W. Mut. Life-Ins. Co. of $3,000: When Mr. Copeland brought me the policy, I rendered his account of $32.90, & paid him cash $52.24, making the amount of premium $85.14. This was on the 21st of April, 1871. Then as to the advertisement in the Signal, a copy of which is set out as Exhibit 36, on conversation with I. T. Martin as to its continuance for the year, Mr. Martin offered to pay me $50.00 if I continued it the year; which I did. He paid the $50.00 at the end of the year by a credit on my policy. I changed the agent's name in advertisement for the balance of the year from C. W. Copeland to
428 I. T. Martin, & left out the last paragraph. I hereto attach my entire ac't with C. W. Copeland as Exhibit 39, but the 1st 3 items do not relate to the business of said N. W. Mut. Life-Ins. Co. or the advertisement of C. W. Copeland as agent.

By agreement, the following questions were propounded by pltff. to the witness as his, pltff.'s, witness:

21. State what business said C. W. Copeland was engaged in in Cedar Rapids during the months of Feby., March, April, & May, of the year 1871.

Ans. He was attorney & special agent of the N. W. Mut. Life-Ins. Co. That is what he advertised himself.

22. State whether or not during that time he advertised himself or undertook to act for the N. W. Mut. Life-Ins. Co. to negotiate loans for said co. State when he acted or undertook to act as such agent,
429 & what you know about him so acting.

(Objected to so far as it asks for what Copeland undertook or professed to do in reference to loans as calling for immaterial & incompetent evidence.)

Ans. I do not think commenced to act as such agent until the beginning of Feb., 1871. He did not talk to me on that subject until that time. He offered to loan me money on some property in February, 1871, & stated that he was employed to do so by the N. W. Mut. Life-Ins. Co., & had been appointed their atty. & special agent.

(Answer objected to, as to what Copeland said on the subject, as incompetent & hearsay evidence.)

23. State whether or not he took any steps to procure any loan from the N. W. Mut. Life-Ins. Co. for you. If so, when & what steps he took.

Ans. In the month of Feb., 1871, he made application to the
430 co. for $3,000 for me.

24. State what you mean by making application. Was such application in writing? Was it made out on a printed blank? Did you sign the same *the same*? & after you signed it, what became of it?

Ans. He filled out a printed blank, which I signed, & he sent it to the co.

25. State whether or not you rec'd any communication directly or indirectly, from said co. in regard to said loan or the agency of said Copeland. If so, when & from whom?

Ans. The first definite information as to the loan I had was from Mr. I. T. Martin, who told me that the loan had been granted; cannot locate the time. I think it *it* was in April, 1871, I rec'd other infor-
431 mation through Copeland, of an indefinite character.

26. State if you ever made but one application to the N. W. Mut. Life-Ins. co. for a loan.

Ans. I never made but one.

27. State whether you procured such loan. If so, about what time did you procure it?

Ans. The co. granted me a loan of $2,500. I rec'd the money in July, 1871.

28. State from whom you rec'd the money. Did you get it direct from the Co. at Milwaukee, or from I. T. Martin?

Ans. The money was rec'd by draft from Milwaukee, payable to R. B. Tomlinson, in accordance with my written order to the Co.

29. State whether or not this loan was procured before or after
432 C. W. Copeland had absconded. I mean for you to state whether you obtained the money before or after that time. You can also state whether the loan was voted before or after that time.

Ans. The loan was voted to me in April, 1871. I think I rec'd the money in July.

30. State whether or not I. T. Martin, after Copeland absconded, did anything in regard to said loan; &, if so, state what he did.

Ans. I had *served* letters from him in reference thereto, & he came here at my request to hasten its completion.

31. State whether or not you have those letters from said Martin in your possession. If so, will you attach the same to your deposition as exhibits?

Ans. After receiving the loan I did not think the letters of any value, & destroyed them.

433 32. Did or not said Martin deliver to you or to said Tomlinson the draft or drafts above mentioned as the proceeds of said loan?

Ans. I believe he delivered them to Mr. Tomlinson or sent them to him.

33. State whether or not you have recd. any letter or letters from J. H. Van Dyke, the prest. of the N. W. Mut. Life-Ins. Co., or from any other office or agent of the co. at Milwaukee. If so, state where & upon whom.

Ans. I recd. a letter from the pres., Mr. J. H. Van Dyke, in July, 1871, in reference to the loan, & I got notice from him semi-annually in reference to the interest on my loan.

34. State whether or not you have such letter.

Ans. I destroyed it with the rest.

434 Re-ex. & cross-examination:

Int. 1. State what passed between you & Mr. Martin, & what he said about the liability of the co. or himself to pay for the printing Copeland had ordered at the time he agreed to pay the $50 for continuing the advertisement of Copeland, with "Copeland" left out, as he had ordered it continued.

(Objected to because it calls for statements of *of* defdts.' own agent made after the occurrence complained of & were making preparations to defend this suit.)

Ans. Mr. Martin said he was not nor neither was the co. liable for Copeland's debts, & hence did not pay a/c; there is a balance still standing.

Q. Whose debt did he say this printing was?

(Object. same as last.)

Ans. Did not say anything about it except that himself & the co. were not liable for it.

435 3. State the time, as near as you can, that you made application for the loan.

Ans. It was in February, 1871, I think; it was before I did the printing on the cards. It was in first part of Feby.

4. State whether Copeland had in his possession any blank form of application at the time you first talked with him about procuring a loan, if you know.

Ans. I think he had.

5. Please examine Exhibit D & E to deposition J. G. Kuebb & state if such form were used by you in making your application & appraisement.

Ans. I think there were some such form used.

6. Examine Exhibit O to same deposition & state if such a
436 circular was furnished you at or about the time you made application for such loan, &, if so, by whom?

Ans. I believe there was such a circular forwarded me by Copeland.

7. State, if you know, whether Copeland sent you' application directly to the co. at Milwaukee or whether he sent it to I. T. Martin at Davenport.

Ans. He sent it to I. T. Martin with a letter requesting him to use his influence to have the loan granted, as he had promised it to me for sure.

8. State in what business C. W. Copeland was employed during his residence in Cedar Rapids prior to the month of Feb., 1871, & whether or not you have any publication in your paper which fixes the time he resigned his former occupation.

437 (Objected to because it calls for the contents of an advertisement, & not what the witness recollects.)

Ans. He was pastor of the M. E. church of Cedar Rapids, & resigned his charge & preached his farewell sermon on Sunday, Jan. 22, '71.

(Signed) THOS. G. NEWMAN.

Subscribed in my presence by the said Thos. G. Newman, & by him sworn to before me, this 23rd day of July, 1873.

U. CLAREN. BLAKE, *Exam.*

Witness claims his attendance of 3 days & mileage, $1.80.

R. B. TOMLINSON, of lawful age, being produced & sworn on behalf of defen., testified as follows:

1. What is your name, age, occupation, & place of residence?

Ans. R. B. Tomlinson; 38 years of age; merchant, & reside at Cedar Rapids.

438 2. State when C. W. Copeland dissolved his pastoral relation with the M. E. church at Cedar Rapids & preached his farewell sermon.

Ans. I think it was Jan. 22, '71.

3. State whether you were a member of the official board of said church during said Copeland's connection therewith, & were well acquainted with him.

Ans. Yes, sir; I was such a member, & was well acquainted with him.

4. State whether or not, to your knowledge, Copeland acted as agent for the N. W. Mut. Life-Ins. Co. prior to the time he dissolved his relation with the church as pastor.

Ans. I did not know him as such. He did not so act to my knowledge.

Sgd.) R. B. TOMLINSON.

439 Subscribed in my presence by the said R. B. Tomlinson, & by him sworn to before the 23rd day of July, 1873.

U. CLARENCE BLAKE, *Exam.*

THOMAS G. NEWMAN, being recalled by pltff., testified further as follows:

1. State whether or not you had any conversation with I. T. Martin during the time you were negotiating for the loan testified about in your former deposition in regard to said loan on the agency of said Copeland. If so, when, where, & what said Martin said. I ask for a conversation which occurred before said Copeland absconded.

Ans. I had a conversation with Mr. Martin at the city-hall in Cedar Rapids the evening he told me the loan was granted, in the month of April or May, 1871. He said that the loan was granted by the

440 co. Of Copeland, he said he was a first-rate agent, & gave as a reason why the loan was for $2,500 only instead of $3,000, that Copeland was a good agent & would loan more money than he had to loan; could do more than 3 men at that business.

(Ans. was objected to as incompetent & hearsay evidence.)

3. State whether Mr. Martin in the conversation said anything about the esteem in which Copeland was held by the co.

Ans. I don't remember of his saying anything about that.

4. Where was Copeland at that time?

Ans. He was here & gave me an introduction to Mr. Martin.

THOS. G. NEWMAN.

Subsc ibed in my presence by the said Thos. G. Newman, & by him sworn to before me, this 23rd day of July, A.D. 1873, at city of Cedar Rapids, Ia.

441 U. CLARENCE BLAKE,
Examiner.

Testimony on part of dfdt.

L. M. AYERS, of lawful age, being produced & sworn on part of dfdt., deposed as follows:

Int. 1. What is your name, age, occupation, & place of residence?

Ans. L. M. Ayers; 30 years of age; one of proprietors of Cedar Rapids Times, & reside at Cedar Rapids.

2. State if you are one of the firm of Ayers Bros. who did the printing for C. W. Copeland mentioned in Exhibit U to F. McClelland's deposition.

Ans. I am.

3. Who ordered said printing, & when it was ordered, and when it was done?

Ans. It was ordered by C. W. Copeland on March 14 & 15, 1871, & done shortly after.

442 4. Examine Exhibit C attached to deposition of W. W. Smith, & & Exhibit R, & letter-head Exhibit Q, and 'tate whether that printing was done in your office, & whether it is the same mentioned in your bill, & the date when it was done, as near as you can state.

Ans. Exhibit C was not presented by us; Exhibit Q, letter-head, & Exhibit R, envelope, were prevented by us. They were ordered March 14 & 15, '71, & done a few days after.

5. State if I. T. Martin paid any money in settlement of said bill, &, if so, how much he paid, & what was said between you, or on his part, at the time he made the payment, as to his liability or the liability of said N. W. Mut. Life Co. for the a/c.

(Objected to as leading & hearsay.)

443 Ans. I did not receive the money, but think I was present when it was paid. If I remember right, it was either 10 or 12, but I think it was $10. He said nothing direct to me, but to F. McClelland. I understood Mr. Martin as saying that he was not responsible for the amt.; that it was against the rules of the co. paying any outside printing accounts.

6. State to whome the printing was charged at the time it was done.

(Int. objected to for above reason.)

Ans. It was charged to C. W. Copeland.

7. State whether or not at the time of the payment by Mr. Martin he admitted any liability on his part or the part of said N. W. Mut. Life-Ins. Co. for said printing.

(Same objection as above, & further that it asks for conclusion of witness & not facts.)

444 Ans. I don't remember whether Mr. Martin said anything about or not; was only in the office a minute.

8. State if you have any of the orders or receipts referred to in said bill, or whether you exhibited any to Mr. Martin at the time the bill was settled.

(Same objection.)

Ans. I know that I did not exhibit any to him. I don't recollect whether any of them were called for at the time the bill was settled. I saw none at that time.

(Signed) L M. AYERS.

Subscribed in my presence by the said L. M. Ayers, & by him sworn to before me this 22d day of July, 1873.

U. CLARENCE BLAKE,
Examiner.

I. T. MARTIN, of lawful age, being produced & sworn on part of dfdt., deposed as follows:

445 Int. 1. What is your name, age, occupation, & place of residence?

Ans. I. T. Martin; about 41; in insurance business; reside at Davenport, Ia.

Q. State the nature & character of your employment by the Northwestern Mutual Life-Ins. Co., & what is the extent of your agency, & what it was during years 1870 & 1871, & what the connection, if any, you had with their business of loaning money.

Ans. I am employed by said co., & was during that time, to attend to the co.'s life-insurance business in the State of Iowa & Nebraska; have had no direct connection with co.'s business of loaning money. I was not at that time or any other time authorized to negotiate loans for said co.

446 3. State whether or not you were ever employed by said co. to solicit loans on their behalf, or whether or not you ever recd. any commission or compensation of any nature whatsoever for loans made by said co., or whether you ever employed any person or persons to solicit loans in the State of Iowa in their behalf.

Ans. I was never employed to solicit loans in their behalf. I never recd. any commissions or compensation of any kind for loans made by said co. I never employed any person or persons to solicit loans for said co. in Iowa or Nebraska.

4. State if you ever transacted any business for said co., or for others, in connection with their loaning money; &, if so, what it was, & the nature & extent of the connection you had with such business.

Ans. I have transacted some business in connection with said co., loaning money. The nature of the business & the extent of it
447 has been to favor the co. with my opinion as to the value of the property proposed as securities; sometimes named parties known to me as competent men for appraisers, & which, whenever done, has been entirely voluntary & not under any contract obligation. I have recd. & forwarded papers to the co. & from the co.

5. State whether or not you ever employed C. W. Copeland to transact any business in connection with the loaning of money by said co., or whether said co. ever employed him so to do to your knowledge.

Ans. I never employed C. W. Copeland to transact money-lending business, nor did the co. to my knowledge.

448 6. State at what time C. W. Copeland obtained from you such of the printed cards & circulars which you say you furnished him, & whether or not his name was upon any of them at the time he so obtained them.

Ans. I think I furnished him a few books, circulars, &c.—do not remember precisely what—on the 18th day of Feb., 1871. On these furnished at that time am certain his name was not at that time. My impression is that subsequent to that date we sent him to this place some such supplies as we were furnishing agents at that time, & I do not remember that his name was on any of them at that time; would not state positively that his name was not on them at that time; do not remember positively. I would state further that the things furnished

on the 18th of Feb., 1871, were the first supplies of any kind furnished him as agent.

449 Int. 7. State who employed C. W. Copeland; who compensated him; for what was he employed, & when was he first employed?

Ans. I employed Copeland. I compensated him. I employed him to transact business in relation to life-ins. He was first employed on Feb. 18, '71, prior to which date there never had been any contract, verbal or written.

8. State whether Copeland, prior to that time, had ever recd. from you or said co., to your knowledge, any authority to transact any business in behalf of said co.

Ans. He never had, as agent for the co.

9th. No int. (Error.)

10. State whether or not you sent to C. W. Copeland a blank
450 form of application & appraisement as requested in said letter, & whether or not you sent any other printed circular with the same; &, if so, what it was.

Ans. I sent to Copeland a blank form of application & appraisement as requested. I sent another circular, one of instruction & directions.

11. State whether or not you can set out or refer to such form of instructions as an exhibit in this case.

Ans. I think this Exhibit O, attached to deposition of J. G. Krebbs, is identical with one I sent him, Copeland.

12. State whether or not an application for a loan, purporting to be from H. G. Angle, with appraisement, were afterwards recd. by you, &, if accompanied by letter from any one, state from whom, & attach
451 said letter & *attach the same* as an exhibit to your deposition.

Ans. Application for a loan, together with an appraisement-sheet, were afterwards recd. by me from Copeland, accompanied with this letter, now marked as Exhibit 26, & attached hereto.

13. Please examine the originals of which Exhibit V & Exhibit No. 15 are copies, & state whether or not those are the papers recd. with & enclosed in the letter Exhibit 26.

Ans. I have examined papers referred to, & believe them to be the same.

14. State what you did with said application & appraisement, & the letter accompanying the same.

Ans. I mailed them to the pres. of the said co. together with said letter.

15. State if you wrote any letter accompanying said applica-
452 tion; &, if so, attach the same to your deposition as Exhibit 27. (Objected to as calling for the statements of defendant's own agent.)

Ans. I did write & send letter, & attach the same hereto as exhibit.

16. State if you recd. an answer from the N. W. Mut. Life-Ins. Co. to your letter of Jan. 3, & the application therein enclosed. If so, state when, & set forth the original as Exhibit No. 28 hereto, & state whether you communicated the same, directly or indirectly, to Mr. Angle. (Objected for same reason as last above, & calling for statements from dfdts. themselves.)

Ans. I did receive a reply to my letter of Jan. 3; can't say the exact time—was about the last of Jan'y, I think, and is hereto attached
453 as Exhibit No. 28. I believe I did communicate the same, & my impression is that it was communicated indirectly to Angle through or to C. W. Copeland.

17. Please examine the original paper of which Exhibit 22 is a copy & state whether or not you recd. the same; &, if so, from whom, about the time, & what you did with it.

Ans. I recd. this document from C. W. Copeland, I think—I judge about February 14 or 15th, 1871, & mailed to the pres. of the N. W. Mut. Life-Ins. Co., at Milwaukee, on 16th day of Feb., 1871. I sent a letter with it under date Feb. 16, '71, & I attach the same hereto as Exhibit 29.

(So much of ans. objected to as relates to letter of I. T. Martin, for reason last-above set.)

18. Please state whether or not you ever received from the co. any notification of the rate of a loan of the com. to Mr. Angle, &
454 examine Exhibit 16 to the deposition of H. G. Angle & state what you know of the manner in which that paper was transmitted.

(Objected to for same reason as last.)

Ans. I did receive notice from the co. of the acceptance of H. G. Angle's loan application by the committee, & my present impression is that such notice was mailed to C. W. Copeland, at Cedar Rapids; I think Exhibit 16 is the identical paper.

19. Please state if you advised the co. of the acceptance by Mr. Angle of the loan so voted him; & if by letter, attach the original as Exhibit No. 30 to your deposition & state whether said communication was written & mailed by you at the time it bears date.

(Objected to same as last.)

Ans. I did advise the co. of the acceptance by H. G. Angle of the loan voted him by the com. by letter bearing date March
455 21st, 1871. I wrote said letter & have no doubt it was mailed on that day, & I hereto attach it as Exhibit 30.

20. Please examine the letter here produced & marked Exhibit 31, & state in whose handwriting it is, & when & by whome it was recd. & whether or not any abstract of title or other paper accompanied the same.

Ans. I have examined the letter referred to; it is in handwriting of C. W. Copeland. I cannot state the precise time. I have no doubt it was recd. in due course of mail & in due time by me, & that the abstract of title to property proposed to be mortgaged by Angle accompanied the letter.

21. State what you did with said abstract of title.

Ans. I sent them to the co. by mail.

456 22. State if you recd. any letter from the co. returning said abstract to you with any other enclosure. If so, about what time, & attach the same to your deposition as Exhibits 32 & 33.

(Int. objected to as calling for declaration or statements of dfdt.'s agent.)

Ans. I did receive a letter from the co. together with the abstract returned for completion, about the middle of April, 1871, which letter is hereto attached as Exhibit 32; also letter by Palmer, Hooker & Pitkin, relating to the abstract, which letter, under date April 10, '71, is hereto attached as Exhibit 33, which in my recollection was enclosed with said abstract & accompanied said letter.

23. State what you did with the abstract, & whether or not it was ever returned to you; & if it was returned to you what did you
457 do with it after it was returned?

Ans. I sent the abstract, together with said letter from said Palmer, Hooker & Pitkin, to C. W. Copeland, at Cedar Rapids, I think. It was subsequently returned to me & by me forwarded to the co. at Milwaukee.

24. Please examine Exhibit 34, dated April 20, '71, & purporting to

be signed by H. G. Angle, & state what you know about said document.

Ans. I think I recd. this document soon after it was written. Do not remember precise date, but do remember the instrument. Supposed it to have been executed at the time by said Angle himself. I transmitted it to the co. with such representation. Such is my present recollection.

25. State what you know about the transmission of the blank
458 bond & mortgage in controversy in this case, & examine the original here shown you & state in whose handwriting the description of the property, &c., is filled up.

Ans. Have examined bonds & m'tg'e referred to. I recd. thes' instruments written up, ready for execution, but not executed, from the co., probably about the 3rd or 4th day of May, 1871—do not remember the exact day—& mailed them, as I recollect it, to C. W. Copeland, at Cedar Rapids, soon after their receipt at my office in Davenport. I recd. a letter with them, of which——

26. State how long you have been doing business for the N. W. Mut. Life-Ins. Co., in this State, & whether or not you are familiar with their mode of transacting their loan business, & what you know upon that subject.

459 (Objected to as immaterial & because it calls for the mode of transacting business generally, & not for the facts connected with the transaction of the business with H. G. Angle.)

Ans. Have been doing business for said co. in this State over 10 years. Consider myself familiar with their mode of transacting the loan business.

27. State through whom applications for loans are usually forwarded to said company, & through whom, if any one, the co. forward their responses, papers, blanks, &c., for the portion of the State of Iowa embracing the co. in which Cedar Rapids is located.

(Objected to for same reason as last above; & further, it asks for the acts & statements of dfdt.'s agents, which are not binding on the pltff.)

Ans. Applications for loans are usually forwarded to said co. through me. Respo'ses, papers, blanks, &c., relating to loans in
460 the State of Iowa are usually furnished through me.

28. How long & through what space of time has that been the method by which the co. transmitted their loan business in this State.

(Objected to same as last.)

Ans. From recollection I would state that for 4 years at or about least continuously.

29. Please examine Exhibit S attached to dep'n of H. G. Angle & state whether or not any such blank was ever furnished to C. W. Copeland by you or by the N. W. Mut. Life-Ins. Co., to your knowledge, or whether the same was printed with your knowledge or consent, or whether such blanks were ever used to your knowledge in the transaction of the business of said co.

Ans. I have examined Exhibit S, & state that I never furnished
461 C. W. Copeland any such blank, nor did the said co., to my knowledge, & it was not printed with my knowledge or consent, & such blanks were never used, to my knowledge, in connection with the loan business of said co.

30. State whether you ever authorized C. W. Copeland to execute any receipt of that c'arac/ter for the N. W. Mut. Life-Ins. Co., or whether he was so authorized by said co., to your knowledge, so to do.

Ans. I never authorized C. W. Copeland to execute any receipt of that c/harac'ter or kind, nor did the co., to my knowledge.

31. State where you first had any knowledge or information that

Copeland had executed such a receipt, & whether he ever did, to you knowledge, execute any other receipt of such a character.

462 Ans. Cannot state definitely the precise time. I learned he had executed such receipt. I think it was early in June, 1871. I have no knowledge he ever executed any other receipt of such a character.

32. State if you ever saw such a form of receipt in the hands of Copeland, or in the hands of any one else prior to the month of June, 1871.

Ans. I never saw such a form or receipt in the hands of Copeland or of any other person prior to about June 1st, 1871.

33. Examine Exhibit T attached to deposition of F. McClelland, & state if you ever furnished C. W. Copeland, or any one else, any form of order of that character, or whether the co. ever did, to your knowledge, & state what you know about the same.

463 Ans. Have examined Exhibit T; never furnished C. W. Copeland, or any one else, any such form of order, nor did the co., to my knowledge. I first saw the blank in Cedar Rapids early in June, 1871; don't remember exact date. I found it in a printing-office in Cedar Rapids. My recollection is that it was called the Observer office. Mr. Newman was connected with the printing-office, & was present when I took it; understood it was a proof-sheet of a book or orders printed for Copeland. This blank was furnished by me to the co. soon after June 1st, 1871.

(All part of answer which purports to give understanding of witness from conversation with other parties objected to as hearsay.)

34. State if you ever authorised Copeland, or any one else, to

464 have such blanks printed, or if the co., to your knowledge, ever did so, or if you had any knowledge or information that such blank had been printed prior to June 1st, 1871.

Ans. I never authorized Copeland, or any one else, to have such blanks printed, nor did the co., to my knowledge; had no knowledge or information that such blanks had been printed prior to about June 1st, 1871.

35. Please examine the original, of which Exhibit 18 is a copy, & state if you ever furnished C. W. Copeland, or any one else, any blank of that nature or character, or whether the co. ever did, to your knowledge, or whether such blanks were furnished by the co., or by you, to any one else, to your knowledge, in connection with their business.

Ans. Have examined original of which Exhibit 18 is a copy;

465 never furnished said Copeland, or any one else, with any blank of that nature or character, nor did the co., to my knowledge, nor were such blanks furnished by myself or by the co., to my knowledge, to any one else in connection with their business.

36. Did you or the co., to your knowledge, authorise such printing, or the use of such blanks in connection with their business?

Ans. I never authorized the printing or use of such blanks in connection with the co.'s business, nor did the co., to my knowledge.

37. Do you know of C. W. Copeland ever having used such blanks at any other time, or of any one else using such blanks at any time in connection with the business of the N. W. Mut. Life-Ins. Co.?

466 Ans. I do not know of his having used any such blank at any other time, nor do I know of any one else having used any such blank at any time in connection with said co.'s business.

38. State the manner in which loans were & are transmitted or paid by the N. W. Mut. Life-Ins. Co. to them who procurred loans from them

in this State, & also the manner in which the bonds & m'tg'e executed by parties procuring loans are transmitted to the co.

(Objected to as calling for a manner or custom which is not binding on the pltff.)

Ans. Loans are transmitted or paid to borrowers in this State usually by drafts to order of borrowers sent by mail in my care. I usually transmit bonds & mortgages to the co.

39. State whether the drafts are sent by the co. before or after
467 the bonds & mortgages are transmitted to the co.

(Int. objected for same reason as last.)

Ans. Drafts are sent afterwards, usually.

(The witness desires the word "usually" to be erased in his last-above answer.)

U. CLARENCE BLAKE,
Examiner.

40. State whether or not the co. ever entrust or pay money to their agent or agents in this State to be paid by them to borrowers.

(Objected to for same reason as last above.)

Ans. It does not, to my knowledge.

41. State whether any agent or agents of the co., to your knowledge, have ever gone to Milwaukee to receive & disburse for the co. the proceeds of any loan or any money borrowed from said co.?

468 (Objected to. Same reason as last above; &, further, because it attempts to prove matters not connected with the matter in controversy.)

Ans. They have not, to my knowledge.

42. State if you have the original contract by which Copeland was employed to do business for you. If so, produce the same & attach it to your deposition as Exhibit No. 35.

(Objected to as immaterial & asking for conclusions of witness & not facts.)

Ans. I have such contract & here exhibit it as Exhibit 35. It was executed in duplicate, & this is the one Copeland kept & which I got among his papers.

43. State when said contract was entered into & signed, & whether the date is the actual date when the contract was made; &, if not, why not.

(Same objection.)

469 Ans. That contract was made & executed in my office, in the city of Davenport, on Feb. 18th, 1871. It bears date Feb. 1st, 1871, & was made to bear such date by understanding & agreement, after the terms of the contract were agreed upon, but before the contract was written & signed, to relieve Copeland from the payment of $75.00 of money, which I had loaned him previously.

44. State who paid Copeland his wages under this contract & whether or not any part of his wages or expenses were chargeable or were charged up against the N. W. Mut. Life-Ins. Co. by you, or by Copeland.

(Objected to because it asks for the witnesse's construction of a written contract, which is not evidence.)

470 Ans. I paid Copeland his wages & expenses under that contract; no part of his expenses were chargeable upon or were charged against said co.

45. State how you were paid for your services in transacting business for the co., & what the co. had to do, if anything, with the payment of persons employed by you in this State.

(Objected to as immaterial.)

Ans. I am paid for my services a commission on premium receipts. By premium receipts I mean moneys paid for life-insurance. The co. had not had nor does it now have anything to do with paying persons employed by me.

46. State whether or not there was any arrangement between you & the co., by which you were entitled to receive or did receive any pay or compensation or commission on loans made by them in the State at any time.

471 (Objected to as leading & as calling for conclusions of the witness & the witnese's construction of a contract & not for the contract itself.)

Ans. There was no arrangement between me & the co. by which I was entitled to receive or did receive any compensation, fees, or commission of any kind on loans made in the State.

47. State whether or not you had any authority from said co. at any time to loan any money for them or to employ any one else to loan for them.

(Objected to for same as last above.)

Ans. I never had any such authority.

48. Did you ever profess to have such an authority or exercise such an authority?

(Objected to because it asks for the professions of witness of the witness & his construction of his own acts, which is not competent.)

472 Ans. I never did.

49. State whether or not Copeland, to your knowledge, ever wrote to the co. at Milwaukee in regard to the Angle loan, or whether the co. ever addressed or mailed to him any communication on that subject.

Ans. I think he did not; he did not to my knowledge. I do not know the co. addressing or mailing to him any communication on that subject.

50. Did Copeland, to your knowledge, ever address any communication directly to the co. on any subject whatever, or did Copeland ever receive from them directly any communication addressed to or mailed to him.

Ans. My recollection is that I had no knowledge that he did.

51. State if you ever had any other contract with Copeland or
473 have any knowledge of any other contract with Copeland in regard to the business of the co. except the one, Exhibit 35.

(Objected to as leading & asking for conclusions of witness.)

Ans. I never had. I never had any knowledge of any other contract besides Exhibit 35.

52. Did Copeland ever transact any business for & as agent of the N. W. Mut. Life-Ins. Co. prior to the 18th of Febrdary, 1871, to your knowledge?

(Objected to as immaterial & leading.)

Ans. He never transacted any business as agent for said co. prior to that time, to my knowledge.

53. State if you gave any directions to the postmaster at Cedar Rapids in regard to Copeland's mail after he absconded; &, if so, what those directions were.

474 Ans. I did. The substance of those directions *were* to forward to me at Davenport mail which came to Cedar Rapids office addressed to Copeland.

54. State if in those directions you *you* said anything to the postmas-

ter or to his deputy, or write anything for their instruction about letters having the return-card thereon of the Milwaukee office of the N. W. Mut. Life-Ins. Co.

Ans. I do not think I did.

55. State if you ever recd. any mail-matter forwarded to you from Cedar Rapids with the address of Copeland thereon, & having the return-card of the Milwaukee office of the N. W. Mut. Life-Ins. Co. thereon, or sent by said co. to Copeland's address to this place.

Ans. I don't think I did.

475 56. State if you had any conversation with R. H. Dutton at the time & place referred to by him in regard to any policy or policies for any person or persons whome you could not find. If so, state what that conversation was.

Ans. I had a conversation with a gentleman at the post-office; think it was with said Dutton, relating to a person whose address I had been unable to find. I inquired of him if he had knowledge that any such person recd. mails at that post-office, or if he knew of any such person, & of whom I would be most likely to get information relating to such person. I think that was the substance of the inquiry. My recollection is further that there was but one such person inquired for, & that I stated to him the object of the inquiry to be that I held a policy

476 for such person, which policy purported to have been solicited by Copeland. Further, that I had made considerable inquiry; had been unable to get any information concerning such person, & began to suspect that no such person existed; that the application therefor had been manufactured or gotten up by Copeland. I had the policy with me at the time.

57. State where you got said policy, & how it came into your pos'ession.

Ans. The said policy was sent to my address by mail to Davenport by the co.

58. State who forwarded to the co. at Milwaukee the application for life-ins. solicited by Copeland, & how the policies were transmitted.

(Objected to as immaterial.)

Ans. The applications were forwarded by me from my office to

477 the co. Policies were usually transmitted by the co. through the mail to my office, & by me transmitted to the parties soliciting them, to be delivered to applicants therefor.

59. State if you are acquainted with H. G. Angle, the pltff., &, if so, how long you have known him.

Ans. I am acquainted with H. G. Angle, & have known him since about the 1st of June, A. D. 1871.

60. State if you had any conversation with said Angle at your office, in Davenport, at about that date, in regard to what Copeland said to him, & he to Copeland, the night that the bond & mortgage was executed, & what he said to you, if anything, in relation to that conversation.

(Int. is objected to because no sufficient ground has been laid

478 for impeaching the witness's (H. G. Angle) testimony.)

Ans. I had a conversation with him in my office at about the time stated. He said that he had returned home that evening, which I understand to be the evening of the 13th day of May, 1871, & the reason he executed the instruments that night was that his recollection as to the time when a certain bank obligation in Chicago matured, & which obligation he wished to meet with a portion of this loan, was May the 13th, 1871; hence had to be met on the 13th or 16th of May, 1871; that

after the instruments were executed & delivered to Copeland, his anxiety of mind in regard to the matter caused him to look at a memorandum-book in which he had noted the time when the said bank-obligation did mature, & found it to be May the 23rd, & not May 13th, as he had remembered it. This fact he learned before Copeland left his
479, 480 house, & called Copeland's attention to it that he might understand there was plenty of time in which to get the papers around & get the loan. On hearing this statement, Copeland turned & advanced towards him, & said: "Had you not better take these papers & send them forward in the usual way?" adding, "Your draft will come, though it may take a little longer." Angle stated that he replied in substance that he preferred a little leeway, & told him to take the papers & go along as they had talked. I should have said in the fore part of this answer that it was the understanding that Copeland—that is, that Angle said it was the understanding that Copeland was to go to Marion Monday morning for the purpose of getting the mortgage recorded, which, together with the bond, he was to take to the company.
The conversation was of some length, but the above is the sub-
481 stance of it so far as it related to the loan in question.

61. State if you paid anything in settlement of a printing-bill, Exhibit U, & what you paid & what passed between you & the parties at the time you made such payment.

(Objected to as hearsay.)

Ans. I paid a sum of money in on account of a printing-bill, which I have no doubt was the same bill marked "Exhibit U." My recollection before I heard F. McClelland's testimony relating to said bill was that I paid $8.00. It may have been the sum stated by him, $10. Could not be positive. The matter of Copeland's relationship to the co. & his lack of authority to contract such bills on account of the said co. was talked over at some length, & the understanding had between
482 myself & the gentlemen in the office was that neither the said co. nor myself were in any manner responsible for said bill, & with that understanding I proposed to pay, & did pay, whatever sum was paid, stating to the gentlemen that it was paid out of my pocket & was my personal loss.

(Ans. objected to for same reason as to the int., & for the further reason that it affects to give any agreement with parties conversing as to no liability of the said ins. co. & I. T. Martin, which is incompetent.)

62. State whether the N. W. Mut. Life-Ins. Co. ever authorized the payment of said bill or had any knowledge, information of the payment thereof at the time, & whose money was paid & on whose account it was paid.

Ans. Said co. did not authorize the pay't of said bill. Think it had no knowledge or information of the paym't of the bill at the time.
483 My money was paid & on my account.

(So much of said answer as gives what the witness thought objected to as incompetent.)

63. State if you ever charged up the amount paid the co. or even recd. from them any repayment of what you give in settlement of said bill, or any part thereof.

(Objected to, because it asks for the statements & declarations of the dfdts.' agents, & therefor' is not competent & is hearsay.)

Ans. I never did.

By consent of att'ys of both parties hereto, the further taking of the

deposition of I. T. Martin was adjourned until July 24th, 1873, at 2 p. m., the same to be taken at the city of Davenport & State of Iowa.

U. CLARENCE BLAKE.
Examiner.

Persuant to above agreement & adjournment the taking of
484 the deposition of said I. T. Martin was resumed at above time & place.

64. State if since the last adjournment you have made further examination of your files for correspondence between yourself & the N. W. Mut. Life-Ins. Co. relating to the loan in controversy.

Ans. I have.

65. Please examine letter here produced, marked Exhibit 38², & state by whom it was written; & if recd. by you, when.

Ans. Have examined letter, Exhibit 38²; it was written by W. H. Farnham, & bears date March 24th, 1871. I think it was recd. by me soon after that date.

66. Please examine letter here produced, marked Exhibit 39², & state by whom it was written; if it was recd. by you, when, & what was enclosed therein.

485 Ans. Have examined letter, Exhibit 39²; bears date May 1st, 1871, & written by W. H. Farnham, & recd. by me soon after; don't know exact date; bond & m'tg'e for execution by H. G. Angle & wife was enclosed therein.

67. Please examine letter Exhibit 40, & state by whom written; whether recd. by you; &, if so, when.

Ans. Have examined letter, Exhibit 40, believe it to have been written by C. W. Copeland; bears date March 12, '71, & I think I recd. it soon after that date.

68. Please examine page 1 of Exhibit No. 41, & put in answer to this int. so much thereof as refers to Mr. Angle's business, & state by whom the same was written; whether or not recd. by you, &, if so, when.

Ans. I have examined so much of Exhibit 41 as relates to Mr.
486 Angle's business, & believe the same to have been written by C. W. Copeland. It bears date April 19, 1871, & I have no doubt it was recd. by me by due course of mail thereafter.

69. State what letter, if any, you recd. enclosed therewith, & whether or not the same has been put in evidence; if so, specify the number of exhibit.

Ans. I recd. a letter inclosed in Exhibit 41; believe the letter purporting to have been written by H. G. Angle, under date April 8, 1871, & marked Exhibit 23 to said letter.

70. You have heretofore stated that Exhibit 23 was found by you with Copeland's papers after he absconded. State if before that Exhibit 23 had been returned by you to Copeland, or how Copeland became repos'essed of it.

Ans. My recollection is that it was found with said Copeland's
487 papers as stated; but being to his address, was returned by me to him before the time of his absconding.

71. Please give to the examiner so much of Exhibit No. 42 as is marked on page 2 of said letter, & state who wrote the same, & when & to whome the same was addressed & mailed.

(Int. objected to by pltff. because it calls for an introduction of a part of a letter. Pltff.'s atty. insists. upon the whole of said letter being put in evidence if a part is offered.)

Ans. The words marked are as follows: "The time for furnishing

Hon. H. G. Angle the amount of his loan is on or before May 10th. But co. desires him to complete the security papers as soon as practicable, and place on file with us so the money will be furnished earlier if possible. Please see to it that this is done." I wrote the same.

488 The letter of which these words are a part bears date April 1, 1871. Believe that to be the correct date. The words were addressed to Rev. C. W. Copeland, & mailed to him as I verily believe.

72. Please give to the examiner so much of Exhibit 43 as relates to Mr. Angle's business, & state who wrote it, who recd. it, and about the time it was recd.

(Same objection to pltff. as last above, & because it calls for statement of C. W. Copeland, & is hearsay.)

Ans. The words are, "By the way, Mr. Angle is anxious to know the result of his application for loan, as he has some business matters depending on an early reply which he cannot consum'ate until he knows the result;" & I herewith give to the examiner the exhibit containing the words noted. They were written by Copeland, as I believe, &

489 recd. by me, I think, about Feb. 1, 1871; can't state exact time.

73. State if you have examined your files of letters & whether or not you have any other letters from C. W. Copeland that relate to the Angle business or loan, except those already given to the examiner & made exhibits hereto.

Ans. I have examined my files of letters, &, as the result of such examination, state that I believe I have not any other letters from C. W. Copeland relating to the Angle business or loan except those already given to the examiner & made exhibits hereto.

74¹. State whether or not the correspondence & application in regard to a loan by T. G. Newman by the N. W. Mut. Life-Ins. Co. passed through your office.

Ans. It did.

490 74². State who furnished said application to the co. & who conducted the correspondence with the co. in regard to said loan.

Ans. I forwarded said application to the co. & I conducted the usual correspondence with the co. in regard to said loan; could not be positive as to date of application; have reason to believe it was March 1st, 1871, or about that time.

75. State if you ever recd. any communication from E. L. Eno, directly or indirectly, desiring a loan from the N. W. Mut. Life-Ins. Co.

Ans. My impression is that I recd. a communication from a party of that name, or from some party acting for him, inquiring as to the probabilities of securing a loan from said co. on some sort of personal property referred to in said communication.

491 76. State if you have searched for or had a search made for such communication, & with what result.

Ans. I have looked carefully among the files of my letters & in my letter-books & find no such correspondence.

77. State if you have any recollection of answering any such communication or sending any blanks in response thereto.

Ans. My impression is that I did answer the communication referred to; am confident I sent no blanks.

78. Do you recollect to whom you sent the answer? If so, state.

Ans. Do not distinctly recollect; am confident I sent it to the writer of the communication.

79. Are you acquainted with N. B. Brown, of Cedar Rapids?

492 Ans. I am.

80. State whether or not the papers & correspondence relating

to his loan with the N. W. Mut. Life-Ins Co. passed through your office at Davenport.

Ans. They did except the executed bonds & mortgage.

81. State about the time the application was made & about the time the transaction was closed.

Ans. Application was made about Oct. 1, 1870, & the transaction closed, as I have reason to believe, the latter part of November following.

82. State what C. W. Copeland had to do with that transaction as far as you know, & for whom he acted.

Ans. He conducted some correspondence relating thereto & acted for N. B. Brown.

493 (Ans. Objected by pltff. because it is hearsay & states conclusions of witness & not facts.)

83. State whether or not you or the N. W. Mut. Life-Ins. Co., to your knowledge, ever requested Copeland to act in said matter, or ever paid him or promised to pay him anything for what he did?

(Objected to by pltff. because it calls for the statement' of dfdt.'s agent, which are not competent.)

Ans. Never did to my knowledge.

84. State in what business C. W. Copeland was engaged for the year or two prior to the month of February, 1871?

Ans. In the work of the ministry chiefly.

85. State whether you have any letter from him by which you can
494 fix the time that he quit said work of the ministry; if so, mark it "Exhibit No. 44" & state by whom said letter was written, & by whom & when recd.

(Int. objected to by pltff. as hearsay.)

Ans. I have a letter from him written by him under date Jan. 18th, 1871, I think, & I hereto attach it, marked "Exhibit 44;" think said letter was recd. about Jan. 20, '71.

JULY 24, '74.—Cross-examination by pltff.

1. State in what office you are now giving your deposition, & are not the books, letters, & papers relating to your business as agent for said N. W. Mut. Life-Ins. Co. contained in said office?

Ans. In my office in the city of Davenport, and books, letters, & papers relating to such business are in said office.

(Ans. objected to as not responsive to int.)

495 2. Same question repeated.

Ans. Same answer.

3. When you say "books, letters, & papers relating to such business" are in said office, do you mean to say that all the books, letters, & papers relating to your said business, or only some of them, are in said office?

Ans. When I say "books, letters, & papers relating to said business," I mean thereby that the records of such business made in this office are in this office so far as I have present knowledge, but do not mean to say that all letters & papers relating to such business, & that have been received at this office, have been preserved & are now in it.

4. What I want to know is, whether the books of accounts, regis-
496 ters, records, & correspondence relating to the business of your office as agent of the North W. Mut. Life-Ins. Co., which you have under your control, or which have been preserved by you, are now in this office?

Ans. I answer that the books of account & registers, records, & cor-

respondence relating to the business of my office, made at such office & in the transaction of such business, & which I have under my control, are in this office; also such correspondence as has been preserved.

5. State whether or not it is your custom to keep letter-press copies of all letters written by you at your office in regard to the business of your agency, & whether you have in your possession at this time your several letter-books in which said copies were made?

Ans. It is not my custom to keep letter-press copies of all
497 letters written by me at my office in regard to the business of my agency, but only of such letters as appear to me at the time of writing to involve matters of sufficient importance to require it. I have in my possession my several letter-books.

6. State whether or not it is your custom to keep all letters recd. by you in regard to said business, & have you such letters so preserved in this office?

Ans. It is not my custom to keep all letters recd. by me in regard to my business. Such as have been preserved I believe to be in this office.

7. State whether or not the contract between you & the Northwestern Mut. Life-Ins. Co. is in writing. If so, when was it made, &
498 is it contained in one or more instruments?

Ans. The contract between me & said co. is in writing, was made in 1869 or 1870—do not recollect which—& is a single instrument.

8. Have you any power of atty. from the co., and did you give a bond to the co.?

Ans. I act for the co. under the provisions of the contract referred to. I do give bonds.

9. Have you not modified or entered into a supplemental contract or contracts with the co. since 1869 or 1870?

Ans. Not since date of contract referred to.

10. Have you not recd. letters of instructions or directions from said co. modifying or explaining said contract & your duties as such agent since that time?

Ans. I have not.

499 11. Was the contract entered into in 1869 or 1870 supplimental to or substituted in lieu of the original contract between you & said co.?

Ans. Was not so disigned; was neither a substitute for or a supplement to the original contract.

12. State whether or not there was any contract entered into between you & said co. prior to the one you say was entered into in 1869 or 1870; if so, is such contract in force & are you working under the same or any part thereof?

Ans. There was a contract entered into by me with said co. prior to the one I said was entered into in 1869 or 1870, but such contract nor any part thereof is not in force, & I am not working under the same, nor have I been since the contract above referred to as having been made in 1869 or 1870 was made.

500 13. Have you such contract, or a copy thereof, in your pos'ession?

Ans. I have a copy of such contract.

14. Will you produce the same & attach the original, or a copy thereof, to your deposition in this cause?

Ans. I am willing to produce the same for the inspection of counsel here, but I refuse to attach the same, or a copy thereof, to my deposition, because it relates to my private business interests.

15. Produce it for the inspection of councel at this time.

Ans. Will produce it in the morning. I believe I have not got it with me.

16. Why will you not produce it now, this afternoon?

Ans. I haven't it with me.

17. State where it is.

501 Ans. I think it is in my house, as near as I know myself.

18. State when you saw it last.

Ans. Don't recollect exact time.

19. How long since you saw it?

Ans. Couldn't say.

20. Will you now examine among the papers in your office for such contract & produce the same if it is in your office?

Ans. I decline to make such an examination, feeling confident that it is not in the office.

21. Did you not leave your seat a few minutes ago & go behind a desk in your office to examine said contract for the purpose of knowing the date thereof?

Ans. No.

502 The taking of depositions adjourned until July 25th, 1873, at 9 o'clock a. m.

U. CLARENCE BLAKE,
Examiner.

Pursuant to such adjournment, the above deposition was resumed at above time & above place, to wit, at Davenport, I'a.

22. Have you now said contract in your pos'session & will you produce the same, or a copy thereof, & attach it as an exhibit to your deposition?

Ans. I hereby produce said contract for the inspection of councel, & attach a copy of *of* same, leaving rates of commission blank, & attach it as Exhibit 45.

23. State whether or not you executed a bon' to said co. If so, will you produce the same for inspection, and attach a copy thereof as an exhibit to your deposition?

503 Ans. I did execute a bond to said co. Cannot produce the same, because I have not got it. I don't know where it is. The bond was executed & delivered to the co., & that is the last I know of it.

24. State in what penalty said bond was, its conditions, as near as you remember, & whether or not you gave securities thereon.

Ans. I do not recollect the amount; my recollection of the conditions is substantially that I should pay over without unnecessary delay all monies collected for said co. for life ins. or in the business of life ins. I did give sureties thereon.

25. State whether or not you have any other contract, either in parol or by letter, in regard to said insurance business, or in regard to

504 the loan business of said co.?

Ans. I have not.

26. State what act you do, what authority you have & take over & in regard to the loans made by the N. W. Mut. Life-Ins. Co., with persons residing in the district over which you are agent.

Ans. I receive & transmit correspondence & papers. I neither have or take any authority over the loan business of said co. in my district.

27. State whether or not you & your agents do not solicit applications for loans or notify parties of the desire of the co. to loan money, & do you not take such applications & forward the same to the co., & do not the bonds & mortgage therefor pass through your hands?

Ans. I do not solicit application for loans, nor do my agents, to
505 my knowledge; application for loans are sometimes written by our agents for applicants & forwarded by them to this office; but only on request of said applicants as far as I have knowledge. I do not notify parties of the desire of the co. to loan money; bonds & mortgages in cases of loans made by the co. usually do pass through my hands or office.

28. Do not you publish circulars, cards, & pamphlets, printed either by yourself or furnished to you by the co., in which you give notice that said co. will loan a certain portion of its assets to parties in your district?

Ans. I do not now think of such pamphlet, or circular, published by myself or said co., which gives such notice.

29. Examine Exhibits 11, 12, & 13, & state whether or not said exhibits were printed by you, or furnished to you by the co., & did
506 you not furnish such cards & slip to said C. W. Copeland & other agents in your district for distribution?

Ans. I have examined said exhibits, & state that Exhibit 11 was published by me; may have furnished such to Copeland; cannot state positively. Exhibit 12 was published by me, except the name "C. W. Copeland" & that relating to his agency. I mean the card itself & not the picture. Exhibit 13 was furnished me by the co. without the words "C. W. Copeland, special agent for Iowa and Nebraska." The word "agent," on Exhibit 12, I had printed on the card. My attention was not called to that word "agent" in my former testimony, & I may not have noticed it; presume Exhibit 12 & 13, without the words noted above, were furnished to Copeland; also that Exhibits 11, 12, & 13 were fur-
507 nished to other agents in my district for distribution, except the words relating to their agency.

30. Please produce your correspondence with the said C. W. Copeland, both his letters to you & yours to him, so far as they relate to loans sought by persons in your district, from said co., & also your letters to the said Copeland notifying him of your sending or forwarding to him books, cards, pamphlets, or circulars of the co. for his use, & attach the same or copies thereof as exhibits to your deposition.

(Objected to by dfdt. so far as relates to correspondence between witness & Copeland not relating to the loan of Angle, as not cross-examination, & not competent or relevant evidence.)

Int. 30 withdrawn for the present by pltff.

31. Did not & do not said co. furnish to you blank application
508 & appraisement or valuation of property, & had you not at the time said loan in controversy was applied for, & have you not now, more or less of such blanks in your office, & other blanks used or to be used by persons wishing to procure loans from said co.?

Ans. The co. did & does furnish blank applications & appraisements of property, together with circular instructions relating to loans & application therefor; am not certain I had or had not such blanks at date of application for said loan, & I had such blanks soon after, I think. I have blanks, but not identical with those used at that time, now.

32. State whether or not you do not usually keep a supply of such blanks on hand.

Ans. I usually have such blanks.

33. State what other blanks or circulars you have or had at
509 that time relating to the loans of said co. or the procurement thereof.

Ans. I think I had no other blanks or circulars then, nor have I now other than those referred to.

34. Do you not have blank orders or checks on or receipts to the said co., to be used by parties who have had loans voted to them?

Ans. I do not have such *such* orders, checks, or receipts.

33. Will you now examine in your office for such blanks in relation to the procurement of loans, & produce copies of all such blanks used by you prior to the procurement of the loan in controversy at the time of such procurement & since that time, & attach copies thereof to your deposition as exhibits, & state about how many blanks of each kind you hold on hand at the time of application for the loan in con-
510 troversy, & how many you now have on hand.

Ans. I have examined in my office for such blanks, & do not find any copies of such blanks as were used prior to or about the time the application for the loan in controversy was made. Exhibit' D, E, & O to J. G. Kreb's deposition are such as were in use before & about the time of said application. I now produce copies of blanks used since that time, & now in use, & mark them Exhibits 46, 47, & 48. In refer-'ing to Exhibit' D, E, & O, I refer to the blanks alone, with no writing thereon; can't state certainly that I had any blanks on hands at the time *of* said application for the loan in controversy was made; had blanks soon after; cannot state how many I had. I have a few copies on hands; did not count them.

511 34. State how many copies of each of the blanks now produced as Exhibits 46, 47, & 48 you have on hands. I want you to enumerate them & give the exact number.

Ans. I have a few copies, as before stated, & decline to state further as to number of copies.

35. State why you decline.

Ans. Do not deem it essential for you to know.

36. State when you first recd. said blank application from the N. W. Mut. Life-Ins. Co. I mean similar to Exhibits D, E, O, & when you recd. the new form of blanks marked "Exhibits 46, 47, & 48?"

Ans. I cannot state when I recd. from said co. blanks similar to Exhibits D, E, & O, nor do I recollect the precise time when those similar to Exhibits 46, 47, & 48 came into use.

512 37. Examine your correspondence with or letters from said co., & ascertain when said blanks were furnished you, & produce all letters of instruction or otherwise from said co. in regard to said blanks or any of them, & all letters in regard to loans made or to be made by said co. in the State of Iowa, & attach the same or copies thereof as exhibits to this deposition.

(Objected to by dfdt. as not proper cross-examination, & calling for immaterial, irrelevant, and incompetent evidence.)

Ans. Do not believe I have any letters from said co. or correspondence with it from which I could possibly designate the time when such blanks were received, & respectfully decline to produce letters or correspondence not relating to the matter under consideration.

(Answer objected to by pltff.)

38. Question repeated.

513 Ans. Same answer as before.

39. Are you positive that you have not in your possession letters which would designate the time you recd. said blanks?

Ans. Am confident I have not.

40. Why are you so confident now? Have you examined your correspondence since answering int. 37?

Ans. My confidence in the result of the general knowledge of the business of the office which I have. Have not examined my correspondence since answering int. 37.

41. Will you examine you correspondence for such letters for the purpose of refreshing your recollection?

Ans. I prefer not to do it.

42. Will you produce all letters of instruction to you in regard
514 to loan' made by said co. in Iowa or otherwise—relating to loans made or to be made by said co. in Iowa—for inspection, & exhibit the same or copies thereof to your deposition?

(Objected to as not cross-examination & calling for incompetent, immaterial, & irrelav'nt evidence & as an improper attempt to examine into the private correspondence of the witness & co.)

Ans. I will produce all letters from said co. in my possession relating to the loan to H. G. Angle, & copies of letters relating thereto & written by me to said co., if desired, & attach the same as exhibits to my deposition.

(Answer objected to by pltff. as not responsive and .)

43. Question repeated with the request that the witness answer yes or no.

Ans. I decline so to answer.

515 44. Question repeated: Will you or not answer such question?

Ans. Answer same as last.

45. I asked you if you would produce all letters of instruction to you in regard to loans made in Iowa or otherwise relating to loans made or to be made by said co. in Iowa, &c. You stated "I will produce all letters in my possession for said co. relating to the loan to H. G. Angle." I want to know now if you decline to produce all letters of instruction to you in regard to loans made or to be made by said co. in Iowa, except the letters in regard to the loan to H. G. Angle?

Ans. I decline to produce all letters relating to loans made in Iowa, except the letters in regard to the loan to H. G. Angle. Do not mean thereby that I will not produce any other letter or letters relating
516 to loans in Iowa; will exercise my discretion in the production of other letters when I know what is required.

46. Will you produce the letters or parts of letters of instruction written by said co. or its agents in regard to loans made or to be made by said co. in Iowa for inspection, & exhibit the same as a part of your deposition?

Ans. I decline to do it.

47. Will you produce the letters of instruction or direction written by said co. to you in regard to their business of loaning money in the State of Iowa, & exhibit the same as a part of your deposition?

Ans. I have no letters of instruction or direction written by said co. to me in regard to the general business of loaning money in the State of Iowa. All letters in my possession relating to loans are letters relating to particular cases.

517 48. Through what period of time does this correspondence extend, & how recently have you seen or examined such correspondence, & did you ever do so for the purpose of ascertaining whether you had in your pos'session any letters or parts of letters relating to such loans?

Cannot state exactly as to the period of time; haven't examined such correspondence for the purpose of ascertaining, for I knew without it.

49. Please examine your correspondence with said co. in regard to oans of said co. in Iowa, & state when such correspondence in regard

to loans in Iowa commenced, & whether it has continued up to present time.

Ans. I decline to make any such examination for any such purpose.

518 50. State why you decline to make such examination so as to enable you to tell through what period of time such correspondence continued.

Ans. For such correspondence relates to my own business with other parties not interested in this case.

51. Will you examine said letters or any memorandum in your office, & state when said co. first commenced to correspond with you in regard to their loans in Iowa?

Ans. I choose not to make any examination.

52. Will you state when, or about when, such correspondence commenced without making such examination?

Ans. Cannot state exactly when such correspondence commenced; probably some four or more year' ago.

519 53. Probably how many more than 4 years ago?

Ans. Can't state; know the bulk of it occurred more recently.

54. Have you in your possession any books, letters, or papers from which you can ascertain when such correspondence commenced between you & said co. in regard to their loans in Iowa?

(Objected to by dfdt. as immaterial.)

Ans. There may be some books, letters, or papers in my office from which the time might be determined, possibly.

55. Do you still decline to examine them & and state the date when such correspondence did commence?

(Same objection.)

Ans. I do.

56. Will you examine your correspondence with said co. for
520 the purpose of ascertaining whether during the four years or more they have been corresponding with you in regard to their loans in Iowa, to ascertain whether or not during that time they have not written some letter or letters or parts of letters to you, or sent to you printed letters or circulars in regard to their business of loaning money in the State of Iowa?

Ans. I know, without making such examination, that during the time of the correspondence referred to I have not recd. such letters or parts of letters as I understand to be inquired for or after, nor have I recd. any circular instructions other than such as have been already exhibited, or similar to them.

57. What do you understand I inquired for or after?

521 Ans. I understand letters or parts of letters of instruction under which you appear to suppose I have acted, so far as I have had anything to do with the matter of loans in the State of Iowa.

58. Do you wish to be understood as swearing that you remember the correspondence between you & said co. for four years or more, & that it does not contain one word or syllable in said correspondence during that time in regard to the loans of said co. generally, or giving your directions generally as to the manner of attending to such business in the State of Iowa, & that each letter so written by them to you related wholly to some particular loan or loans?

Ans. I wish to be understood to state that I am positive that I have not recd. letter or letters of instruction of a general kind, or circular instructions other than as before stated.

(Ans. objected by pltff. as not responsive.)

522 59. Question repeated.

Ans. Same answer.

60. Do you mean to swear that there is not one word, line, or syllable contained in any one letter recd. by you from said co. in regard to their business of loaning money generally in the State of Iowa, & that each of said letters relate' wholly to some particular loan or loans?

Ans. Have endeavored to answer the preceding & similar questions fully & fairly, & decline further answer to that question.

61. State whether or not you now remember said correspondence with said co. with sufficient distinction to enable you to say that there is not something in some or more of said letters recd. by you from said co. relating generally to their business of loaning money in the State of Iowa.

Ans. I decline to answer.

523 62. Is there not something in said correspondence or letters recd. by you from said co. with reference to their business of loaning money generally in the State of Iowa, or giving you general direction or directions in regard to the same?

Ans. Nothing additional to that already stated.

(Objected to as not responsive.)

63. Will you examine the letters recd. by you from said co. in regard to the business of loaning money by said co. or other business of said co. in Iowa, & produce all letters or parts of letters relating generally to the business of loaning money in Iowa, & have the same attached as exhibits to your deposition?

(Objected to by dfdt. as not cross-examination & calling for immaterial & incompetent evidence, as having been fully respontled
524 to by the witness.)

Ans. I decline any further answer to such question.

64. Please point out the answer you have made, or what you regard as an answer to said question.

(Objected to by dfdt. as not proper cross-examination, & not calling for any material or *in*competent evidence.)

Ans. I have answered several questions inquiring after what I have distinctly stated I have not got, nor never had.

65. Do you swear that there is nothing contained in said correspondence with said co. relating to their business generally of loaning money in the State of Iowa?

Ans. I think I answered distinctly just such a question,
525 substantially, & to this you have the same answer.

66. Will you examine your correspondence with said co. & produce all letters written by them to you in regard to loans made by said co. in the State of Iowa since you have been acting as agent for them?

(Objected to by dfdt. as a repetition of a question calling for immaterial & incompetent evidence.)

Ans. I decline to examine or produce any other letters than those referred to relating to loans.

67. State when you first commenced looking after or giving any attention to the loans made by said co. in the State of Iowa. State about the time you commenced if you cannot give it accurately.

Ans I have before answered a question substantially the same
526 as this, & I answered it as well as I could without spending valuable time in hunting it up, to no purpose whatever.

(Ans. objected to by pltff. as not responsive.)

68. Will you or not state about the time when you commenced look-

ing after or paying attention to the loans made by said co. in the State of Iowa?

Ans. I have no further information at this time in relation to that matter except what I have already given.

(Ans. objected to by pltff. as not responsive.)

69. Did you have any verbal communication with said co. or its agents, or any verbal instructions from said co. or its agents, in regard to loans made & to be made in the State of Iowa?

Ans. Have talked with some of the officers of the co. in rela-
527 tion to loans & securities therefor in Iowa; never had any verbal instructions from any officer of the co. in relation to making loans in the State of Iowa.

(Ans. objected to as not responsive to int.)

70. Did you have any verbal instructions from said co. or its agents in regard to loans made or to be made by said co. in the State of Iowa, as to the method of obtaining applications, looking up title, & procuring valuation of securities, & what you should do in regard to the same?

Ans. I never did. In some instances have been requested to ascertain as to values of securities offered, character, standing of applicants & appraisers, but compliance on my part has been at all times purely optional, as no contract or arrangement, verbal or written, has
528 at any time existed by virtue of which said co. has had any right to require any such servise at my hands.

(So much of said answer as is after words "appraisers" is objected to as not responsive to int.)

71. State what said blank applications & apprais'ments were sent to you for by the co., & what you did with the same?

Ans They were sent to me to be used by parties desiring to apply to said co. for loans, & so many of such blanks as have been used at all have been furnished to such parties for such use.

72. Now if you recd. neither written nor verbal instructions or directions of said co., tell us how you knew what they were sent to you for?

Ans. Except in isolated cases, they were sent to me because
529 I asked for them to be used as before stated.

73. Did you ask for them in writing or verbally?

Ans. Think they have usually been asked for by letter; may have gotten such blanks at the office; presume I have; don't recollect distinctly.

74. Does not the co. usually send such blank applications & appraisements to you when sending other blanks to you to be used in your office?

Ans. They only send us other supplies as requested.

75. Then you obtained the blanks for loans just as you obtained blanks for insurance?

Ans. Usually the same.

76. Will you examine your letters to the co. & produce the letters written by you to said co. for blanks for loans from said co., &
530 the answer of said co. to said letters, & permit the same or copies thereof to be attached to your deposition?

Ans. That is not class of letters of which we keep copies at all.

(Ans. objected to by pltff. as not resp.)

77. Will you or not examine your letters for such letters as are inquired about in the last int. & ascertain whether any such are in existence?

Ans. Having already stated that is not the class of letters of which we keep copies, I decline to make any such examination.

78. May not such request have been contained in letters on other *other* subjects?

Ans. I am confident it never was.

79. Why are you confident; do you now undertake to say that you remember what is contained in each & every letter written by you
531 to said co., whether written one week or four years ago?

Ans. To the first period, I answer I am confident, because of my knowledge of my business; the second part of the int. I decline to answer at all.

80. May you not be mistaken about said request not having been embodied in letters on other subjects?

Ans. Barely possible.

81. Now if it is barely possible that you might be mistaken, will you examine your correspondence for such request in order that you may be able to testify positively & certainly in regard to the matter?

Ans. I decline to make any such examination.

82. You would prefer to guess under oath than to invest'gate
532 & be certain in regard to what you swear, do you?

Ans. I do not guess under oath; have stated according to the best of my knowledge & belief; have nothing further to add.

83. State what you did in connection with the negotiation of loans for said co. in the State of Iowa, since you have been doing business for it. State fully as to what part you have taken in procuring loans from said co.

Ans. I have recd. & transmitted correspondence & papers in relation to loans; have favored the co. with my opinion of value of securities offered, competency & reliability of appraisers, character & business standing of applicants, & whether or not in my judgement loans applied for would, if voted, be desirable for the co. to make. Also
533 have usually, but not always, had the usual blanks used in applying for loans in my office for the accommodation of parties desiring to use them. By "papers," I mean application' for loans with apprais'ment bonds & m't'ges, abstracts of title, together with any other evidences of title required by the co.; also ins. policies when required, & drafts issued in payment of loans.

84. State whether or not the papers connected with the loans negotiated by said co. in counties other than that in which you live & have your office were prepared & transmitted by you, or was it customary to send such blanks & papers to your local agents to be by them prepared & transmitted to the co.? State fully how & through whom such loans were applied for, & the proceeds delivered or paid to the applicant.

534 Ans. I answer I seldom prepare, by which I mean write, an application for loan anywhere, & it is not expected of any agent to spend any of his time that way, though the blank application is sometimes filled by agents for the applicants. All loans are applied for in the usual way, & are usually transmitted to the co. through this office. (Objected to as not responsive.)

85. Where a party living in the neighborhood of one of the local agents appointed by you desires a loan from the co., is it customary with you to send the blanks to the local agent for execution by the applicant & transmitt it through you to the co.?

Ans. If such local agent should inform me that such party desired to apply to the co. for a loan, & request me to send a blank
535 for an application, I would be very likely to do so, & I may add I would be as likely to do the same thing if the party so addressing me was not an agent, but only known to me.

(Answer objected to as not responsive to int.; & especially so much of

ing after or paying attention to the loans made by said co. in the State of Iowa?

Ans. I have no further information at this time in relation to that matter except what I have already given.

(Ans. objected to by pltff. as not responsive.)

69. Did you have any verbal communication with said co. or its agents, or any verbal instructions from said co. or its agents, in regard to loans made & to be made in the State of Iowa?

Ans. Have talked with some of the officers of the co. in rela-
527 tion to loans & securities therefor in Iowa; never had any verbal instructions from any officer of the co. in relation to making loans in the State of Iowa.

(Ans. objected to as not responsive to int.)

70. Did you have any verbal instructions from said co. or its agents in regard to loans made or to be made by said co. in the State of Iowa, as to the method of obtaining applications, looking up title, & procuring valuation of securities, & what you should do in regard to the same?

Ans. I never did. In some instances have been requested to ascertain as to values of securities offered, character, standing of applicants & appraisers, but compliance on my part has been at all times purely optional, as no contract or arrangement, verbal or written, has
528 at any time existed by virtue of which said co. has had any right to require any such service at my hands.

(So much of said answer as is after words "appraisers" is objected to as not responsive to int.)

71. State what said blank applications & apprais'ments were sent to you for by the co., & what you did with the same?

Ans They were sent to me to be used by parties desiring to apply to said co. for loans, & so many of such blanks as have been used at all have been furnished to such parties for such use.

72. Now if you recd. neither written nor verbal instructions or directions of said co., tell us how you knew what they were sent to you for?

Ans. Except in isolated cases, they were sent to me because
529 I asked for them to be used as before stated.

73. Did you ask for them in writing or verbally?

Ans. Think they have usually been asked for by letter; may have gotten such blanks at the office; presume I have; don't recollect distinctly.

74. Does not the co. usually send such blank applications & appraisements to you when sending other blanks to you to be used in your office?

Ans. They only send us other supplies as requested.

75. Then you obtained the blanks for loans just as you obtained blanks for insurance?

Ans. Usually the same.

76. Will you examine your letters to the co. & produce the letters written by you to said co. for blanks for loans from said co., &
530 the answer of said co. to said letters, & permit the same or copies thereof to be attached to your deposition?

Ans. That is not class of letters of which we keep copies at all.

(Ans. objected to by pltff. as not resp.)

77. Will you or not examine your letters for such letters as are inquired about in the last int. & ascertain whether any such are in existence?

Ans. Having already stated that is not the class of letters of which we keep copies, I decline to make any such examination.

78. May not such request have been contained in letters on other *other* subjects?

Ans. I am confident it never was.

79. Why are you confident; do you now undertake to say that you remember what is contained in each & every letter written by you
531 to said co., whether written one week or four years ago?

Ans. To the first period, I answer I am confident, because of my knowledge of my business; the second part of the int. I decline to answer at all.

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Ans. Barely possible.

81. Now if it is barely possible that you might be mistaken, will you examine your correspondence for such request in order that you may be able to testify positively & certainly in regard to the matter?

Ans. I decline to make any such examination.

82. You would prefer to guess under oath than to invest'gate
532 & be certain in regard to what you swear, do you?

Ans. I do not guess under oath; have stated according to the best of my knowledge & belief; have nothing further to add.

83. State what you did in connection with the negotiation of loans for said co. in the State of Iowa, since you have been doing business for it. State fully as to what part you have taken in procuring loans from said co.

Ans. I have recd. & transmitted correspondence & papers in relation to loans; have favored the co. with my opinion of value of securities offered, competency & reliability of appraisers, character & business standing of applicants, & whether or not in my judgement loans applied for would, if voted, be desirable for the co. to make. Also
533 have usually, but not always, had the usual blanks used in applying for loans in my office for the accommodation of parties desiring to use them. By "papers," I mean application' for loans with apprais'ment bonds & m't'ges, abstracts of title, together with any other evidences of title required by the co.; also ins. policies when required, & drafts issued in payment of loans.

84. State whether or not the papers connected with the loans negotiated by said co. in counties other than that in which you live & have your office were prepared & transmitted by you, or was it customary to send such blanks & papers to your local agents to be by them prepared & transmitted to the co.? State fully how & through whom such loans were applied for, & the proceeds delivered or paid to the applicant.

534 Ans. I answer I seldom prepare, by which I mean write, an application for loan anywhere, & it is not expected of any agent to spend any of his time that way, though the blank application is sometimes filled by agents for the applicants. All loans are applied for in the usual way, & are usually transmitted to the co. through this office. (Objected to as not responsive.)

85. Where a party living in the neighborhood of one of the local agents appointed by you desires a loan from the co., is it customary with you to send the blanks to the local agent for execution by the applicant & transmitt it through you to the co.?

Ans. If such local agent should inform me that such party desired to apply to the co. for a loan, & request me to send a blank
535 for an application, I would be very likely to do so, & I may add I would be as likely to do the same thing if the party so addressing me was not an agent, but only known to me.

(Answer objected to as not responsive to int.; & especially so much of

it as begins "I may add," is not responsive & states what witness would likely do & not facts.)

86. What is customary in such a case?

Ans. It is customary in such case to send blank to such local agent for execution by such applicant & transmission to the co., through this office.

87. State if it is not also customary for you, on receipt of the bond & m't'ge from the co., to transmit the same in cases to your local
536 agent that the same may be executed by the applicant, & is it not also customary to have such bonds & m't'ge returned by such agent, either to you or to the co.?

Ans. We usually transmit such bond & m't'ge to parties for execution through such local agents, but such papers, whether mailed by such parties or agents, are expected to be sent at the expense of the applicants. It is customary to transmit such bonds & m't'ge to the co. through this office.

(That portion of ans. stating at whose expense the bonds & m't'ges are sent is objected to as not responsive.)

88. Is it not customary for the co. to forward the proceeds of said loans negotiated to the applicant through you & your local agents?

Ans. It is customary for the co. to forward the proceeds of loans to the applicants through this office. I usually transmit such to
537 borrowers through agents, where we have them.

89. State whether the custom above inquired about in regard to transmitting paper to & from applicants for loans in said co. was the custom at the time the loan in controversy was negotiated.

Ans. It was the usual custom at that time as now.

90. State whether or not it was customary at that time for you or your local agents to examine the property proposed as security by the parties applying for loans from said co., & state whether you made such examinations in person or through your local agents.

Ans. It has been my custom to make such examination myself, where I could do so conveniently, & was not familiar with the property
538 offered. It has never been my custom to name agents as appraisers of property, & where they make such examination they do it at their option.

(Portion of answer after "It has never been my custom," &c., objected to as not responsive.)

91. State if it is not customary, & do you not expect your local agents to examine the property where the local agent resides near the property on which the loan is to be secured, & report to you whether such security is or not desirable.

Ans. It is customary for agents to favor us with their opinion as to securities, &c., so far as they may have knowledge of it.

92. Have you not gone to Cedar Rapids & other places to examine securities offered by applicants for loans from said co.?

539 Ans. I have gone to Cedar Rapids & other places & examined securities offered.

93. State whether or not all correspondence & all papers applying for or relating to loans applied for in Iowa do not now, & did not at the date of the loan in controversy, pass through this office.

Ans. Correspondence & papers relating to loans do usually pass through this office.

94. Where requests are made for loans directly to the co., does not such co. refer the matter to you or to the agent in the neighborhood of

he applicant to investigate the matter & furnish blank application to ne applicant for execution?

Ans. In most instances of that kind the co. would be most likely to do so, but that would depend entirely on circumstances.

95. State whether or not in the year 1870, and since that time,
540 you have had supervision over all loans, & receive & transmit papers relating to loans applied for to said co. or voted by it to parties residing in Iowa.

Ans. I have recd. & transmitted papers relating to loans since 1870, but have not had supervision over all loans, or handled papers relating to all loans made in Iowa since that time.

96. State what proportion of the loans made in Iowa by the N. W. Mut. Life-Ins. Co. pass through your office, or papers in regard thereto.

Ans. Papers relating to the larger proportion pass through my office.

97. Is it not the custom of said co. to transmit to you or to have transmitted through you the abstracts, applications, bonds, & m'tg'es, relating to all of said loan made by said co. in Iowa, or to notify you
541 of all loans in Iowa, whether the papers pass through your office or not?

Ans. It is customary for applicants for loans to transmit application, abstracts, &'., to the co. through this office. Loans have been made in this State & none of the papers passed through this office. It is also customary for papers from the co. to borrowers to be sent through this office. Do not know of the co. notifying me of loans made in Iowa, when the papers do not pass through my office; if it does so in any case, it is a mere matter of courtesy.

98. Do you not now, or did you not in 1870 & 1871, keep a record in your office of all loans made by the co. to applicants in your district whose application & the papers connected therewith passed through your office?

Ans. I did not keep anything which could be fairly denomin-
542 ated a record of such loans in 1870 or 1871. I do now keep a record of loans, the papers relating to which passed through this office.

99. Did you not in 1870 or 1871 keep a book in which you kept a record or memorandum of loans, the papers of which passed through your office? If so, what kind of a book or memorandum it was.

Ans. I kept a little memorandum of loans, or some of them, the papers of which passed through this office; did not keep it with any exactness or care.

100. Have you not a record in your office of the loans made by said co. to persons residing in Iowa, the papers of which, or some of them, passed through your office? If so, state what endorsement or letters there is on the back thereof, and its size.

Ans. I have a record of loans made in Iowa, prepared by
543 myself, & for my personal information & convenience. As to letters & size of said book, this deponent saith not.

101. Do you decline to state the size of said books & the lettering on the back thereof; if so, why?

Ans. Because it is private property for private use; it don't concern you to know as to its lettering & size. By private use, I mean my own use.

102. Has not said book the following lettering thereon, "loan register" at or near the top of the back, "State of Iowa & Nebraska" about the middle of the back, & "I. T. Martin, general" or "State" agent near the bottom of said back?

Ans. For reasons already stated, I decline to answer the interrogatory.

103. Is this the book referred to by you in which you keep
544 a record of the loans of the N. W. Mut. Life-Ins. Co.?

Ans. I decline to answer.

104. Was not such loan record standing in the rack on the desk in your office on yesterday morning, & has it not been since that time removed from such desk & taken from the room in which it was at that time?

Ans. I decline to answer.

105. If removed from said desk, state who removed it or caused it to be removed, when it was taken, & the purpose of so removing.

Ans. I decline to answer the question.

106. State whether or not there is any entry in the loan record you have spoken of above in regard to the loan in controversy.

545 Ans. I cannot state certainly, but if there is such it was entered since that time, as I had the record referred to made long since that time.

107. Do you not know that you had such book made for keeping a record of all loans of the N. W. Mut. Life-Ins. Co., the papers of which passed through your office, & that since it was made you have transacted or caused to be transcribed in said loan memoranda, or the substance thereof, in regard to loan made in 1870 & 1871, which were contained in the first book you kept for that purpose?

Ans. I know I had such books made for the purpose of keeping records of loans, the paper relating to which passed through this office; but I am not at all certain that it contains a complete record of
546 loans made in this State since the book was made, nor that it contains a correct transcript of memorandum of loans made in this State before the record-book was made; no importance or value of any kind whatever other than what is stated before attaches to that record, being kept merely for personal information and convenience.

Not being able to complete deposition of I. T. Martin this day, the further taking of the same is adjourned until July 26th, 1873, at 8 a. m.

U. CLARENCE BLAKE,
Examiner.

Pursuant to above adjournment the cross-examination of said I. T. Martin was resumed this 26th day of July, A. D. 1873, at Davenport, Ia., as follows:

547 Int. 108. Will you produce said loan-record or register kept by you, & permit the examiner to copy the entries therein relating to the loan in controversy, & attach the same as an exhibit to your deposition?

Ans. I decline to produce said record for any purpose whatever.

109. Will you produce said record & permit the examiner to copy all entries therein relating to the loan of N. B. Brown, Thos. G. Newman, J. G. Krebs, & the loan proposed by E. L. Eno, & permit examiner to copy such entries & attach the same as an exhibit to your deposition?

Ans. I decline to produce the record at all; will furnish correct transcript of any memorandum made at that time which I have, so far as it relates to the loans inquired about above or loan of H. G. Angle.

548 110. Will you produce a transcript of all entries or memoranda made in regard to several loans above inquired about; whether made at the time the loans were negotiated or since, either in your ori-

ginal memorandum-book or in your loan-register, or in any other book in your office?

(Objected to by deft. as calling for incompetent & immaterial evidence.)

Ans. I decline to produce other transcript than above stated relating to said loans.

111. Please state what transcript, in regard to said loans, you are willing to produce.

Ans. Am willing to produce transcript referred to in answer to int. 109.

112. What do you mean by "memoranda made at that time" in answer to int. 109?

549 Ans. I mean the entry I made designating name & residence of applicant, amount of loan wanted, &c.

113. I want to know what time you refer to in answer to int. 109, by the use of the words "at that time."

Ans. By the words "at that time" I mean the time when applications for loans referred to in said int. were recd., or before they were sent from this office.

114 Will you produce copies of all entries or memoranda made in the books of your office in regard to said loan after the application therefor were recd. in your office, & forwarded to the home office, & attach the same to your deposition?

Ans. I decline to produce any other memorandum than that made at the time of the transaction of said business, meaning the
550 said loans referred to.

115. Will you produce a copy of all memoranda or entries made in your books in regard to said loans after the date of the forwarding of the application therefor to the co., & exhibit the same as part of your answer to this int.?

Ans. I have no additional answer to that int.

116. Will you produce true & correct copies of all memoranda made in the memorandum-book kept by you in 1870 & 1871, relating to the several loans above inquired about, & exhibit the same as a part of your deposition?

Ans. I will do so.

117. Will you now produce such transcripts & attach the same as exhibits to your deposition?

551 (Objected to by dfdt., as calling for incompetent & immaterial evidence.)

Ans. I now produce such transcript, & attach the same as Exhibit 49 to my deposition. The "1870" on left-hand upper corner of said exhibit is near top of page of memorandum-book, on which is the entry of the N. B. Brown loan?

118. Does this exhibit now set out all the memoranda or entries made in said book in regard to said loans?

Ans. I' does.

119. Have you now in your office any other memorandum-book or record in which entries have been made at any time in regard to said loans? If so, will you produce transcripts of such other entries as exhibit to your deposition?

Ans. I have no other record, except I may have a transcript
552 from the said memorandum-book entered in another book.

120. Will you produce such other book so far as it relates to said loans, or produce a complete transcript thereof, as an exhibit to your deposition?

Ans. I decline to produce such other book at all, or any transcript therefrom relating to said loans, because if such book contains such transcript, it must have been made, I think, more than a year after said business was transacted, & I had no other memorandum other than that referred to from which such transcript could have been made.

(Plt'ffs. atty. objects to all of above answer, all after & including the word "because," as not responsive to the int. & because it is the argument of the witness & not his statement of facts.)

553 121. State whether or not there is any memorandum in said memorandum-book or other record of said loans in your office showing what agent negotiated or forwarded the papers to you for the same.

Ans. There is not any memorandum in said memorandum-book showing that any agent negotiated said loans, nor does the memorandum show who forwarded the papers. That is my answer to the question.

122. State whether or not there is any other record in your office, other than the one you gave a transcript from, showing what agent negotiated or forwarded the papers to you for said loans.

Ans. Believing that I have substantially answered that interrogatory by answer to preceding ints., I decline any further answer on that

554 point.

123. State what said memorandum-book from which you have taken Exhibit 49 is designated, & give the heading of the column or columns from which said transcript was taken.

Ans. Is not designated at all; was a blank-book without heading.

124. Is there anything on the back of said book, on first or any other page of said book, or on the page or pages from which you have taken Exhibit 49, showing what the memoranda set out in Exhibit 49 refers to, whether loans from the co. or policies, or what?

Ans. I believe there is not.

125. Will you examine said book as to such facts or memoranda, & state positively whether there is or is not?

555 Ans. I decline to make any further examination for such purpose.

126. Does not such memorandum-book, or that portion of it from which you took Exhibit 49, show that such Exhibit 49 relates to loans from the N. W. Mut. Life-Ins. Co., the papers for which, or some of them, passed through your office?

Ans. Nothing on the book to show it; each entry on that book is independent of ev'ry other one.

127. Is there not in your "loan register," or other record kept by you in regard to said loan, & in which memoranda have been made in regard to loans in controversy, memoranda or headings to the pages or columns or endorsements on the back of said book, or on the front thereof, showing that such memoranda relates to loans made by the N. W. M.

556 Ins. Co. to persons living in your district, the papers for which loans, or some of them, passed through your office?

Ans. I have given Exhibit 49 as transcript of memoranda of such business made at the time it was transacted, & decline to state as to other records in my office as not concerning you in the least.

128. State whether or not in traveling over your district you look after or investigate the securities given by parties for loans made by the N. W. Mut. Life.-Ins. Co., the papers for which, or some of them, passed through your office.

Ans. I do not regard such work, nor does said O. regard such work to be any part of my business. I am not in the habit of doing so.

(Objected to as not responsive to int.)

129. The question is, not what your habit is, but have you done
557 as is indicated in the last int.?

Ans. Investigations as to securities are made by the co. before & not after the loans are made.

130. In travelling over your district, do you look after the loans that have been made by said co. to persons living in your district, the papers for which, or some of them, passed through your office, & make any inquiry as to the securities given, & whether or not the same are kept up, or do you pray any attention whatever to the same after the loans have been made?

Ans. I will give no answer until you explain what "keeping up securities" mean.

131. Will you state whether or not you pay attention to such loans or securities given therefor to said co. after such loans have been made?

558 Ans. I have nothing whatever to do with loans or securities given therefor after loans are made, meaning thereby to make it general.

The witness here states that the words "meaning thereby to make it general" was not intended by him as part of his answer to above int., but only to examine his request for the erasure of the word "the" by examiner in his, witnesse's, above answer.

U. CLARENCE BLAKE,
Examiner.

(Above ans. is objected to by pltff. as not responsive to int.)

132. Do you or not, when in neighborhood of persons who have obtained loans from the North W. Mut. Life-Ins. Co., the papers for which or some of them passed through your office, make any inquiry
559 in regard to the business-habits, character, & standing of the person who obtained said loan, or in regard to the securities given by him therefor, or do you make any other inquiry in regard to said party, or securities, or pay any attention thereto?

Ans. I have already stated that I have nothing whatever to do with loans made nor with securities given therefor.

(Ans. objected to as not responsive.)

133. Will you state whether you have or have not made any such investigation or inquiry as is inquired about in int. 132?

Ans. Have no additional information to give on that point.

(Ans. objected to by pltff. as not responsive.)

560 134 Will you or not answer said question?

Ans. I think I have fully & clearly given the information inquired for.

135. Do you or not decline to make any further answer to that question?

Ans. I decline further answer, at this time, to that question.

136. State how many loans have been made in the State of Iowa by the N. W. Mut. Life-Ins. Co., the papers of which or some of them passed through your office?

Ans. Have no additional information to give on that point.

137. Why do you refuse to answer the above int?

Ans. Because I do not think it concerns you to know how many.

138. Do you decline telling how many loans have been made
561 by said co., the papers of which, or some of them, passed through your office?

Ans. I do not know how many.

139. Have you not a record in your office from which such fact could be ascertained by you?

Ans. I do not know certainly that such fact could be obtained from any record in my office.

140. Will you make an investigation of such books & records to ascertain such fact?

Ans. I decline to make such investigation for such purpose.

141. Will you examine your books & memoranda of loans made by said co. in your district, & state how many loans you have a record of in your office, & the aggregate amount of loans so recorded in your books each year from the time you commenced receiving &
562 transmitting papers in regard to the same?

Ans. I choose not to make such examination.

142. Why do you choose not to make such examination?

Ans. Because it don't concern you to know how many loans the co. may have made in my district.

143. Is it time, as stated, in Exhibit 11 to these deposition', that the "loans made & lossed paid in Iowa are about equaling premium receipts?"

Ans. Presume the statement that "loans made & losses paid in Iowa are about equaling premium receipts," as it appears in Exhibit 11, was substantially correct.

144. When was said exhibit gotten up, & state what the pre-
563 mium receipts were at that time per year, & what the losses paid were?

Ans. Exhibit 11, I think, was gotten up during the year 1870. Said exhibit shows premium receipts to have been $224,273.67. I don't know what the losses paid were.

145. Have you anything in your office from which the amount of the losses paid could be ascertained?

Ans. I think I have not. Have never kept a record of losses.

146. Have you not in your office a record of the applications made for loans through your office? I mean by that, do you not keep a book in which is recorded the substance of each application, the description of property, name of applicant, &c.

Ans. I have a book prepared by myself & for myself, in which
564 I keep a memorandum of loans made. Have never undertaken to keep descriptions of property, & such memorandum has not been kept with usual business care or exactness.

147. Is that the record of loans you refuse to produce, or is it other & different from that?

Ans. Have refused to produce either or any record of loans.

148. Is the record of applications referred to in answer to int. 146 the record which you have before that time refused to produce, or is it another & different record?

Ans. I have no other record of loans other than those heretofore inquired about, & testified about.

149. Is the interest on said loans so made by said co., the pa-
565 pers of which sassed through your office, or any part of it, the interest paid or sent through your office, either in money or in drafts? State fully how such interest is paid, & through whom.

Ans. Notices relating to interest on loans are mailed by the co. directly to borrowers, &, so far as I have any knowledge, interest on loans is in all cases paid at Milwaukee.

(Ans. *not* objected to as not responsive.)

(150. Question repeated.)

Ans. Neither the interest nor any part thereof is transmitted through my office or through me.

151. Where the parties who have recd. loans from said co. in your district fail to pay the interest, or any part thereof, in any notice thereof sent by the co. to you, & have you in any one or more instances
566 of such failure requested payment of said interest, or taken any steps for the collection of the same by placing the bond & mortgage in the hands of an atty. for collection or otherwise, or done anything directly or indirectly in regard thereto?

Ans. To the best of my recollection I have never seen a bond & mortgage of any borrower in my district after it was placed in the hands of the co. As to notices, I have already answer*ing* clearly & fully; no steps have been taken through me, directly or indirectly, in regard to the collection of such interest or principal, except in the case of the Angle loan. A notice of forfeiture was sent to me by said co., with the request that I should have the same served upon Mr. Angle & wife. I have no recollection of any other case where I have recd.
567 any such notice, or any have been sent through me.

152. State in how many loans negotiated by said co. in your district C. W. Copeland received or transmitted blank applications & papers, or any of them, through your office to said co. State the date of each as near as you can.

Ans. I do not recollect the exact number. He transmitted the applications & papers in the case of N. P. Brown, H. G. Angle, Thos. G. Newman, John G. Krebbs, &, to the best of my recollection, some 3 or 4 others only; can't state exact dates; cannot state whether the dates, as they appear on Exhibit 49, refer to dates of applications or dates when said applications were sent from this office to co., except in the
568 case of H. G. Angle, & that I cannot state from the memorandum itself, but from my present recollection of the date the application bears, having seen it recently since giving above. I have examined my books & give the following additional statement, to wit: About November 15th, 1870, J. P. Craig, of Cedar Rapids, sent application for a loan for $1,000 through Copeland, which was declined. On or about March 28th, 1871, E. B. & L. Guild, of Boonsboro', made application & sent papers through Copeland for a $2,000 loan. Application was accepted by executive committee. My recollection is that said Guild mailed his own papers direct to this office—cannot be certain—on or about the same date. F. J. Upton, of Cedar Rapids, sent application for loan of $2,500—I think Copeland sent his papers to this office—which
569 application was declined by the committee on or about April 15th, 1871. Ambrose A. Call, of Algona, sent application for a loan of $5,000. Papers were transmitted by Copeland to this office, I think. Application was accepted by the committee. I find on my memorandum, without date, that D. L. Wilber, of Boonsboro', sent to this office an application for a loan of $1,600, which was accepted by co., but from the place it occupies on said memorandum I am of the impression he mailed the application to this office at a later date than Copeland was at that place. That is all.

153. Does not your memoranda in *request* to these loans show which were sent by Copeland, except the last one mentioned?

Ans. My memorandum does not show by whom the applica-
570 tions were sent in any of the above cases.

154. Does your memorandum show which of your agents were connected with the loans; I mean which acted in forwarding the papers?

Ans. It does not.

155. Please examine your correspondence with Copeland & with the co., as far as it relates to the loan of J. P. Craig, & produce the same, or copies thereof, as exhibits to your depositions.

(Int. objec'ed to by dfdt., as calling for irrelevant & incompetent evidence.)

Ans. I have carefully examined my correspondence with Copeland & with the co., & state Exhibits 50 & 51 are copies of such correspondence, so far as it relates to the application of J. P. Craig, & that I find no other correspondence relating to said application.

571 156. State whether or not Exhibits 50 & 51 are copies of the entire letters of which they purport to be copies, or of only parts of such letters, and whether or not you exhibited said letters to the examiner or counsel.

Ans. Exhibit 50 is copy of the whole letter; Exhibit 51 is copy of so much of letter as relates to that case. Have not exhibited the originals to the examiner or counsel.

157. State whether or not you will exhibit such originals for inspection by counsel.

Ans. Will exhibit the originals to examiner for the purpose of comparison, if desired.

158. State whether or not you will produce said original letters for inspection by the court, or by the counsel in this case.

Ans. I decline to make further exhibition of said originals
572 than already stated.

159. State about how many letters, whether many or few, you have written in regard to the loans made by said co. in Iowa & Nebraska, & who paid the postage thereon, & for the stationery used therein, & all other expenses you have been to for books & travelling expenses in regard to or in looking after said loans.

Ans. I decline any statement whatever in regard to the number of letters written. Have already stated that all expenses attending loan-papers are expected to be paid by borrowers. As to traveling expenses, I pay my own; as to stationery, presume I have bought & paid for many times the quantity used by me in connection with loans, & have used it as I have seen proper. I do not now think of any books
573 used in connection with loans in this State, other than the memoranda & record-books before referred to by me; I paid for them.

(All answer, except the portion relating to the books & travelling expenses, objected to by pltff., as not responsive.)

160. State who paid the postage on all letters written by you in regard to all loans made by said co., in your district.

Ans. Decline further statement in regard to postage.

161. State why you decline to answer this question.

Ans. I decline because, in my judgment, it does not concern you to know who pays postage on other person's mail matter.

162. State whether or not you kept an account of such postage so used, & whether you charged the same either to the applicants or
574 to the ins. co. If to the applicants, did you collect the same from them?

Ans. No further information to give on the postage question.

163. Will you give us any information in regard to the stationery used in such correspondence in regard to loans?

Ans. Nothing additional to that already given.

164. Will you tell us who paid you for your time & for the time of

your clerks, consumed in looking after & corresponding in regard to said loans?

Ans. Nobody paid.

165. State whether you charged it to any one.

Ans. Did not.

166. About how much did such postage, stationery, & time used
575 in correspondence & travelling expenses & other expenses, in regard to said loans so made by the co., cost you?

Ans. Never kept any separate account of time or travelling expenses in connection with loans; no additional information on the postage or stationery question.

(Objected to as not responsive to int.)

167. Did you not tell H. G. Angle yesterday, at or near your office, that you were out at least $1,000 for such expenses—or words in substance that?

Ans. I stated that substantially, together with several other things, the whole of which I am entirely willing should be made a record of.

168. State when C. W. Copeland first commenced soliciting
576 policies of insurance for said co.; give the name of the applicant & the date of each application for insurance made through him to said co. prior to February 18th, 1871.

Ans. Applications, bearing dates as follows, were forwarded by C. W. Copeland to the office prior to February 18th, 1871:

October 19th, 1870, James P. Craig.
December 10th, 1870, George P. Gordon.
January 7th, 1871, G. W. Johnson.
February 6th, 1871, Benjamin E. Burtis.
" " " O. D. Ames.
" " " A. W. Ames.
" 7th, " E. E. Blackwell.
" 8th, " John J. Epley.
" 9th, " W. H. Boyce.

That is all.

169. Who sent the blanks to him used in making such applications?

Ans. I presume I sent the blanks on which the last six applications were made. I do not think I did send the other; am not positive.

577 170. What physician made the examination of such applicants?

Ans. My memorandum don't show. I think Dr. G. P. Carpenter examined all of them.

171. State whether Dr. Carpenter was appointed examiner by you or the co. If so, when & who paid said Carpenter's fees?

Ans. Carpenter was appointed by the co. at some time prior to making the examination of applicants herein-above named—do not know date of appointment.

172. Was he not appointed about the time said Copeland commenced working for the co., & was not such appointment made at the suggestion of said Copeland & upon your recommendation to the co.?

Ans. Have stated I do not know, certainly; may have been at
578 that time, but am satisfied he had been appointed before making the examination referred to. Do not recollect how his appointment came about.

173. State whether or not you have any letter of Copeland, or from the co. in regard to the appointment of Dr. Carpenter as examiner, from which you can ascertain the time of his appointment, & at whose instance the appointment was made.

Ans. I am confident I have not & never had any such letter.

174. Will you examine your correspondence to ascertain definitely whether you have any letter from any one in reference to the appointment of Dr. Carpenter as examiner, & produce the same or a
579 copy thereof, if you find such as an exhibit to your deposition?

Ans. I decline to make such examination for such purpose.

175. State whether or not such appointment of examiner is made on application of the party desiring to be appointed by the co. If so, produce a form of such application, if you have one, as an exhibit to your deposition.

Ans. Appointment of examiners are very frequently made by the co. at their, that is, the examiner's own solicitation; have no forms for such use. Exhibit 52 is the form furnished by the co., to be executed by physicians & furnished to the co.

176. State whether or not you furnished any such form as this to the said Copeland, to be used by physicians who desired to be appointed examiners for the co.

580 Ans. I do not recollect; may have done so.

177. State whether or not the credential or application marked "Exhibt 52" was signed by said Carpenter; &, if so, did not C. W. Copeland sign the recommendation thereto?

A. I cannot state either, from recollection; presume Carpenter did sign, or it would not have been accepted by the co.

178. Do you not keep a record of applications sent by your several agents to you for insurance in said co.? If so, state to what extent you copy such applications, or take memorandums therefrom.

Ans. We keep a record of applications recd. at this office. We now copy the application entire; did not in 1870.

581 179. State whether or not you have in your office a copy of the application used by you at the time Copeland obtained the above applications for ins.

Ans. I have not.

180. Examine Exhibit 53, & state whether or not that is substantially the form of application used by your co. at the time said Copeland produced said application for ins.

Ans. It is substantially the form.

181. State whether or not the agent's statement on Exhibit 53 is substantially the same as agent's statements on applications used by Copeland in above cases.

Ans. It is.

182. Did not said Copeland sign such agent's statement accom-
582 panying said several applications above mentioned as having been procured by him?

Ans. I presume he did.

183. Did you not also countersign the same as general agent & forward the same thus signed by said Copeland as agent & you as general agent to the company?

Ans. to 183 int. I may have countersigned the said applications as general agent; do not recollect, nor do I remember whether the same were forwarded to the co. by me, signed by Copeland as "agent."

184. State whether or not said application' were forwarded to said co. through your office, & whether policies of insurance were issued thereon.

Ans. Said applications were forwarded to said co. through my office; policies were issued on all of them.

583 185. State who recd. a commission on said policies issued on the applications procured by Copeland above mentioned, prior to February 18th, 1871, & what commissions were paid.

Ans. My record shows that I charged the co. the usual commission on such policies; it also shows that no charges of commissions were made by Copeland on such policies.

186. Did you not pay said Copeland or give him credit on your books for said commission or a part thereof?

Ans. On a careful examination of my books am satisfied no allowance was made Copeland or a credit therefor given him on my books.

187. Did you not, directly or indirectly, pay or compensate said Copeland for working up said policies?

584 Ans. To the best of my knowledge I never paid him anything for that work.

188. Did you not then intend to pay or compensate him for such work in some manner, & do you not now owe him therefor?

Ans. I have no evidence whatever that I intended to compensate him for such work, & am not aware that I owe him anything.

(Objected to as not responsive.)

189. Question repeated.

Ans. The work was voluntary & I have not the slightest recollection of any understanding or arrangement between us by which he was to make any charge or to be allowed anything for it.

190. State what amount of commission you charge the co. on

585 these several policies; give the aggregate thereof & the aggregate amount of commissions recd. on renewals.

Ans. I have already stated that my record shows that the usual commission was charged the co., & I decline to state anything farther in regard to it.

191. State why you decline to answer the question.

Ans. Because, sir, it is strictly private business.

192. State whether or not it is customary for you to work the poor Methodist ministers in the State of Iowa in your employ without paying or compensating them in some way for their labor.

Ans. I most respectfully refer you to such ministers for information on that subject.

Not being able to complete above deposition this 26th day of

586 July, 1873, the further taking of the same is hereby adjourned until July 28, '73, at 8 a. m., at Davenport, Ia.

U. CLARENCE BLAKE,
Examiner.

Persuant to above adjournment the taking of the deposition of said I. T. Martin was resumed at above time & place as follows.

U. CLARENCE BLAKE,
Examiner.

193. State whether or not you kept an account with the said Copeland in regard to the business done by him for the N. W. Mut. Life-Ins. Co., & expenses paid out by him while transacting said business.

Ans. I did not keep such account with said Copeland; his expenses were deducted from amount collected by him.

587 194. Will you produce your book of account & permit the examiner to copy said Copeland's entire account & exhibit the same as a part of your deposition?

Ans. Will give a copy of his charges against me for salary & expense as made by him March 13th, 1871, on account of such work, & will allow examiner to compare said transcript with said book of account.

195. Have you any objection or will you produce said account-book for inspection by counsel for pltff. of said Copeland's account therein?

Ans. The entries do not appear in any book in my office; his expenses & salary were deducted as before stated.

196. State whether or not you have any book in your office in
588 which charges were made against said Copeland & credits given him in connection with business done through your office by him, & do you not keep a book of accounts in which is shown the moneyed transactions, debt & credit between yourself & your several agents.

Ans. I keep a ledger-account with agents in my employ—have ledger-account in connection with said Copeland's business, & a copy of which said account I hereto attach as Exhibit 54. The four last debit-entries on said account were made in said ledger during the month of Jany., 1872, & were designed to represent sums of money paid by me on account of business of said Copeland, Orcatt's premium having been collected by Copeland & not paid to me, being 149.20. The first
589 2 items of debits, of dates Oct. 28 & Nov. 10, '70, represent or appear to represent loans of money to the said Copeland, & the first two credits, under dates of Nov. 7 & 10, 1870, the payments of such loans. The debit under date of Jan. 20, '71, "to cash (pr. dft.) $75.00" was a loan of money to said Copeland by me; the debit under date March 29, '71, represents the collection by Copeland of $12.85 from one M. C. Ayers, of Chickasaw Co., charged against said Ayers on page 33 of said ledger, was charged against Copeland on being informed that he had collected such sum from Ayers. I further state that I will allow the examiner at any time to compare said exhibit with said ledger ac.

197. State whether or not you have any book or memoranda of
590 original entries from which the items set out in Exhibit 54 are made up, other than the book from which Exhibit 54 was transcribed.

Ans. I have not.

198. State whether or not you have any account or book showing the collections made by said Copeland of premium-receipts due to the N. W. Mut. Life-Ins. Co., or business done or worked up by the said Copeland.

Ans. Am not certain whether I have the data from which the amount of premium collected by him may be determined. I have not such as an account.

199. Have you not a book or record in your office showing the premium collected by each agent on business done by him?

591 Ans. I have a book showing rec'ipts of money from each agent, but such book would not show whether such money was premium-receipts or other moneys.

200. Will you produce such book for inspection as to the moneys recd. from C. W. Copeland from October 1st, 1870, to the 13th day of May, 1871, & permit the examiner to copy the same as an exhibit to your deposition?

Ans. Exhibit 54 shows such receipts, as I verily believe, therefor' I decline to produce anything further on that point.

201. State whether or not the said Copeland collected the premium due on the several policies on applications made through him prior to Feb. 18th, 1871. If so, did he deliver receipts to the parties therefor?

592 Ans. He collected the premiums on some of them—not on all of them, I believe. Receipts are not used in such cases.

202. Have you not memoranda or entries in your books showing the

amount of premium collected by said Copeland prior to said last date, Feb. 18, '71?

Ans. My books do not show when premiums are collected, but only dates when recd. at this office on such work.

203. Do your books show what premiums were collected by said Copeland of this class of policy-holders last above referred to?

Ans. I think I have no fuller account of it than what Exhibit 54 contains in substance.

(Ans. objected to as not responsive.)

593 204. State which of the items on Exhibit 54 indicate the premiums collected by said Copeland on the several policies issued on the application made through him prior to Feb. 18, 1871.

Ans. No one of the items shows it. The several items taken together should show, or were intended to show, or might be made to show substantially the amount of premium-receipts. In speaking of premiums, heretofore, I have meant cash recd. for premiums.

205. Is there any item on said account, Exhibit 54, in which is embraced the premium-receipts last above inquired about or any part thereof? If so, please state which item or items they are.

Ans. No single item on said exhibit.

206. State what the item on Exhibit 54, of date March 4, 1871,

594 charged as "ballance new, February," $127.76, embraces or is made up of, & why Copeland was charged therewith.

Ans. That entry was evidently designed to represent the amount Copeland should have paid this office on work reported after deducting therefrom the amount he was entitled to charge as salary, examiner's fees, &c. I understood said item to represent the amount he was entitled to pay this office on account of moneys collected by him as premiums on policies issued prior to March 13th, 1871, & reported by him on or about that time.

207. State how much premiums you accounted to the co. for on the several policies issued on application made by said Copeland prior to Feb., 1871.

Ans. I cannot state the amount.

595 208. Won't your accounts with the co. show?

Ans. I never had a seperate account of that work.

209. Won't your book of accounts show the premiums recd. on each policy & accounted for to the co.?

Ans. I think I could learn such fact from my books.

210. Will you ascertain such fact & state the same?

Ans. I decline to make any further examination relating to receipt of premiums or policies solicited by Copeland or relating to his account.

211. Will you or not state how much premiums you accounted to said co. for on the several policies mentioned by you above as having been issued on applications procured by C. W. Copeland prior to Feb. 18, 1871?

596 Ans. I cannot state from recollection, & decline further examination.

212. State what the charge in Exhibit 54, of date April 22, '71, which is as follows: "Printing-bill, $10.00," was for?

Ans. I state from recollection—believe it to represent the $10.00 or the sum paid "Ayres Bros." in settlement of bill marked Exhibit U, as before stated. This entry marked on ledger in January, 1872. I do not remember paying any other such bill.

213. Do you not keep a book of record in your office of the name & residence of each agent appointed by you in your district?

Ans. I do not.

597 214. Have you no book or memoranda in your office showing such facts, or either of them?

Ans. Have a small memorandum-book kept some years ago in which I entered a synopsis of contracts, dates, &c. Do not keep such records now.

215. Will you produce said book for inspection, & permit the examiner to copy all the entries therein relating to the said Copeland, & attach the same to your deposition?

Ans. Said book never had Copeland's name in it, & I decline to produce said book for any purpose.

216. Do you mean to be understood as saying that you have no book or memoranda in your office showing what agents were appointed

598 by you in 1870 & 1871, & that you keep no records of such facts?

Ans. I mean to say that I keep no record for such purpose. Agents' names appears on my records in connection with their business. (Objected to as not responsive.)

217. Have you any book or memoranda in your office showing name, reside'ce, or date of appointment, or any such facts relating to agents appointed by you in 1870 & 1871, & whether such record was kept by you for that or any other purpose?

Ans. Relating to such record I have no further information to give.

218. Do you decline to state whether or not you have such record in your office?

Ans. I decline to state anything additional to that already

599 stated.

219. Will you produce such record for inspection & permit the examiner to copy so much thereof as relates to C. W. Copeland, & exhibit the same as an exhibit to your deposition?

Ans. Have already stated that I kept no record especially for such purpose.

220. Is the book from which Exhibit 54 is taken, a book kept in your office relating to your business as general agent of said co.?

Ans. No further information to give in relation to such book.

221. State whether or not you report to said co. each month for monies recd. by you & business done. If so, whether you keep a copy of your reports.

600 Ans. That is a matter between said co. & myself strictly, & I have no information to on that point.

222. Will you produce said several reports provide' for in your contract with the co. for the months of October, November, & December, 1870, & January & February, 1871, & permit the examiner to copy so much of the same as relates to the business done by Copeland during those months, or the policies used on the application made through him?

Ans. I decline to produce any such reports for any such purpose.

223. State whether or not you took from said Copeland in the name of said co. a good & sufficient bond conditioned in the usual form

601 of bonds provided for such agents by said co.

Ans. I decline to state.

224. Why do you decline to state such fact?

Ans. Because it does not concern you to know.

225. State when you notified the co. of the appointment of C. W. Copeland as agent.

Ans. I cannot state; do not know.

226. Did you give such notice to the co. at all?

Ans. I do not recollect that I did or did not.

227. You have authority to appoint agents under your contract & examinating physicians, subject to the approval of the co. State when said co. approved the appointment of C. W. Copeland, & set out the letter of approval or a copy thereof as an exhibit to your depo-
602 sition.

Ans. No such letter or part of letter in existence to my knowledge; no formal approval of Copeland's appointment ever made.

228. Will you examine your correspondence with said co. & state when you first notified the co. of the appointment of C. W. Copeland as agent, or that he was working for the co., & produce the letter or letters so notifying said co., & permit copies thereof to be made by the examiner as exhibits to your deposition?

Ans. Have stated distinctly when said contract was entered into, & I think explained as to the date it bears; no further information to give relating thereto.

603 229. Do you decline to examine your correspondence with the co. for the purpose of ascertaining when you first notified the co. of the appointment of C. W. Copeland?

Ans. I decline to examine my correspondence for any such purpose.

230. State whether or not you had any other contract in writing between you & the said Copeland than the one set out as Exhibit 35 in relation to the business of said co.

Ans. I had not.

231. State whether or not you make out a report of each year's business of said co. in the State of Iowa & furnish the same to the auditor of the State of Iowa, & do you not make a report to said auditor of the agents employed for said co. & doing business in the State of Iowa?

604 Ans. I do not make out such report; on the appointment of agents *su*pply to said auditor for the usual certificates used in such cases. My recollection is that the report of each year's business of the co. has sometimes passed through this office, & sometimes not, to the auditor.

232. State whether the report of said co. to the auditor for the years 1870 & 1871 passed through your office.

Ans. I certainly do not recollet.

233. Are you positive as to whether the names of the agents of said co. are reported to said auditor by yourself or by said co. each year.

Ans. I think I have sometimes furnished the co. the names of agents in my employ at the beginning of the year, but those employed during the year & after such report had been made by said
605 co. to the auditor have not been reported. In such cases it has been my custom to apply directly to the auditor.

234. State what you mean by "apply directly to the auditor."

Ans. I mean that I apply directly to the auditor for the certificate for the agent required in such cases.

235. Is it not customary for agents appointed by you to do business before such certificate is issued, or do you apply for such certificate immediately upon the appointment of such agent?

Ans. It is not customary for agents appointed by me to do business before such certificates are applied for, and unless as the result of an unintentional omission such certificates are applied for at or about
605½ the time agents are employed.

236. State whether or not you applied for a certificate for said Copeland at the time he was employed as agent.

Ans. I cannot state positively whether I did or not.

237. State whether or not you obtained certificates for agents each year.

Ans. We intend to do so.

138. State when the year commences for taking out certificates for agents.

Ans. My recollection is, that *that* the Iowa ins. law requires it to be done or or before the 31st day of January, in each year. We have endeavored to comply therewith as far as possible.

239. State whether or not a printed slip signed by the pres. of
606 the co. or some of its officers designating who are the agents in the State of Iowa, among which names is the name of C. W. Copeland, was not forwarded by said co., through your office, in December, 1870, or January, 1871, to the auditor of State of Iowa.

Ans. I think a printed slip has sometimes been furnished me by the co., on which to insert the name of agents in my employ, at or about the time of the company making their report to the auditor; as to signature of pres. or officer of co. have no recollection; nor do I recollect at what time such report was made in 1870 or 1871; nor whether the name of C. W. Copeland was on such list.

240. State whether or not you fill up such printed slips with the name of your agent & return the same each year to the auditor of
607 State; & did you so do in 1870 & 1871?

Ans. I think such blanks have been filled some years in my office; have no distinct recollection as to years 1870 or 1871. I return such slips when filled up to the co., & not to the auditor, & the co. return the same to the auditor with their report.

241. Do you keep any record in your office of these reports to the auditor, either of name of agents or business of co.?

Ans. I have not kept such record.

242. State whether or not said certificates used by the auditor of State to the agents of said co. appointed by you in Iowa are forwarded to you or to the agents direct, & state whether or not you make such ap-
608 plication or does the agent so appointed, & if made by you, when do you generally make it?

Ans. Such certificates are sometimes forwarded to me & sometimes directly to the agents. I design making application to the auditor for certificate at or about the time of employing the agent to do so, unless, as before stated, it was the result of an unintentional omission.

243. You say you design making the application for certificate "at or about the time of employing the agent." Do you mean by this that you ever apply for the certificate before you appoint the agent, or what?

Ans. I do not distinctly recollect whether I have applied to the auditor for certificate before actually contracting with an agent or not; but do mean that if I should find that, as a result of an omission, I had not procured such certificate at the time of employing an agent, I
609 would be likely to request the certificate to be made to bear the same date as contract.

244. State whether or not said applications were made by you by letter to said auditor. If so, will you examine your correspondence with said auditor, & produce the request or application so made for the appointment of C. W. Copeland as agent, & permit a copy thereof to be attached to the deposition as an exhibit?

Ans. Applications to the auditor for certificates for agents employed during the year, & after the co.'s annual report to the auditor, have usually been by letter—not always, I think. I have not a copy of such

request—have already examined my correspondence with said auditor.

610 245. Have you any recollection at all of having made such application to said auditor for a certificate for said Copeland?

Ans. I do not recollect distinctly. I feel satisfied from my usual care in ordering or applying for certificates that such certifiate was ordered. I had it in my mind that I would find such copy of application, but cannot find it.

246. Did you make an application to said auditor for a certificate for said Cope and prior to the 1st day of January, 1871?

Ans. Have already stated that I do not distinctly recollect.

247. Will you examine your correspondence for the months
611 of September, October, & November, 1870, & state whether or not your letter-book or correspondence shows that you made an application for a certificate to said auditor for said Copeland during any of said months?

Ans. I looked at my letter-book & did not find copies of any such request.

248. Did you examine your letter-books as far back as September, October, & November, 1870?

Ans. I do not remember distinctly. I think I did.

249. Is it not now the fact you did apply to said auditor for his certificate for said Copeland as agent of said co., as early as October or November, 1870, & that you reported to said co. in December, 1870, or January, 1871, the name of said Copeland as agent, & that said co. so reported to said auditor?

612 Ans. I do not recollect.

250. Will you produce your correspondence with said C. W. Copeland prior to December 26th, 1870, in regard to his working for said co., & permit the examiner to copy the same as exhibits to this deposition?

Ans. I have examined correspondence & find a copy of two letters written by me before that date, one dated Nov. 24th, 1870, a copy hereto attached, marked Exhibit 55, & another dated Dec. 29th, 1870, a copy attached, marked Exhibit 56; this is all I find.

251. Please examine your letters from C. W. Copeland & produce the letter from him to which the letter above set out as dated Nov. 24th, 1870, is an answer.

613 Ans. I have not got it. I have examined & cannot find it.

252. Have you now produced all letters written by you to said Copeland in regard to his engaging in the agency for said co. in Iowa, & in regard to the loan in controversy?

Ans. I think I have; am confident as to the latter.

253. Examine your letter-book & state whether or not it contains a copy of the letter written by you to Copeland in answer to his letter to you marked "Exhibit 44."

Ans. I thought I had produced it heretofore. I produce it now, & a copy is hereto attached as Exhibit 57 & dated Jan. 20, 1871.

254. State whether or not you have a copy of the letter written
614 by you to Copeland under date April 15, '71, referred to in Exhibit 41.

Ans. I have not.

255. Please produce the contract between yourself & co. in regard to your agency, & which was in force prior to the date of Exhibit 45, & exhibit a copy thereof as a part of your deposition.

Ans. I have not got it here, & I decline to produce it. I do not know

623 ble of out-soliciting any agent I had in the State, but no mention was made of nor reference to solicitation of loan.

(Signed) I. T. MARTIN.

Subscribed in my presence by the said I. T. Martin, & by him sworn to before me this 28th day of July, A. D. 1873.

U. CLARENCE BLAKE,
Examiner.

As to the cross-int. to the deposition of I. T. Martin, wherein objection is made by deft. that the same is not proper cross-examination, it is stipulated that the plaintiff shall have the same right to said interrogatories & answers as though he had examined the witness-in-chief upon such interrogatories, & if said evidence or interrogatories
624 would be competent as an examination by plaintiff of said Martin, as his own witness, he shall have right to the same, or if said int. are a proper cross-examination pltff. shall have right to same. No objections made as to competency or relevancy of the evidence *is* waived.

(Signed) C. C. NOURSE,
Atty. for Dfdt.

STATE OF IOWA, *Linn Co., ss:*

I, U. Clarence Blake, do hereby certify that, in pursuance of the annexed commission, to me directed, I caused to come before me, at the office of Mills & Blake, in the city of Cedar Rapids, said county, William W. Smith, J. G. Krebs, Philip Haines, Wm. B. Leach, James L. Bever, R. B. Tomlinson, Charles Weare, F. McClelland, W. B. Brown, Sarah A. Angle, Daniel Lothian, R. H. Dutton, I. T. Martin, S.
625 C. Bever, E. L. Eno, Thomas G. Newman, and L. M. Ayers, (portions of said I. T. Martin's deposition by agreement being taken at the city of Davenport, Iowa, on the 24th, 25th, 26th, & 28th days of July, 1873,) on the 15th day of July, 1873, and on the dates of the several adjournments thereof, to wit, July 16th, 17th, & 18th, 22nd, & 23rd, 1873, who were then & there by me sworn & examined, and such examinations reduced to writing by me, & after being by me read over to said witnesses, the same were subscribed & sworn to by them, are now herewith returned, and I further certify that J. S. Polk, I. M. Preston, & I. N. Whittam were present and conducted said examination on behalf of the plaintiff, and C. C. Nourse was present and conducted said examination on part of defendant.

626 Given under my hand this 29th day of July, A. D. 1873, at the city of Cedar Rapids, Ia.

U. CLARENCE BLAKE,
Examiner.

(Examiner's fees:) For taking deposition		$150.00
Paid by pltff	$125.00	
" " dfdts	$25.00	
		150.00

Per diem & mileage of witnesses sworn & examined as above.

E. Hinkley, Cedar Rapids	1 day,	1 mile.
William W. Smith, Cedar Rapids	1 day,	1 mile.
J. G. Krebs, Cedar Rapids	1 day,	1 mile.
Philip Haines, Anamosa	1 day,	25 miles
William B. Leach, Cedar Rapids	1 day,	1 mile.

James L. Bever,	do.	1 day, 1 mile.
Pro pltff., R. B. Tomlinson,	do.	1 day, 1 "
" dfdt.,	do. do.	1 day, 1 "
Chas. Weare,	do.	1 day, 1 "
F. McClelland,	do.	1 day, 1 "
Pro pltff., N. B. Brown,	do.	1 " 1 "
" dfdt.,	do. do.	1 " 1 "
Sarah A. Angle, Chicago		1 day, 219 miles.
Daniel Lothian, Marion, Ia		1 day, 6 miles.
R. H. Dutton, Cedar Rapids		1 day, 1 mile.
Pro pltff., I. T. Martin, Davenport		3 days.
" dfdt., "	do.	4 days, 1 mile.
627 S. C. Bever, Cedar Rapids		1 day, 1 mile.
E. L. Eno,	do.	1 day, 1 mile.
T. G. Newman, Marion		8 days, 18 miles.
L. M. Ayers, Cedar Rapids		1 day, 1 mile.

U. CLARENCE BLAKE,
Examiner.

EXHIBIT A.—U. CLARENCE BLAKE, *Examiner.*

Mr. HINKLEY: Please go to P. O. in the morning & evening & get my letters. Open any from Milwaukee, Davenport, or Iowa City. If any contain drafts send those drafts by next mail "to H. G. Angle, care Sherman House, Chicago," & telegraph me there that you have sent them, & oblige

H. G. ANGLE.

If Mr. Copeland comes, have him send the dfts. as above.
Exhibit A.—U. Clarence Blake, examiner.

628 (Endorsed:) Received this of Angle, Monday, May 22, '71. E. Hinkley. Exhibit A, U. Clarence Blake, examiner.

629 10. EXHIBIT B.—U. CLARENCE BLAKE, *Examiner.*

[Northwestern Mutual Life-Insurance Co. General office, No. 416 Main street, Milwaukee, Wis. Seifert & Lawton, Litho. Power-press, Milwaukee. W. W. Smith, Cedar Rapids, Iowa.]

THE NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY.

OFFICERS.—John H. Van Dyke, president; Heber Smith, vice-president; A. W. Kellogg, secretary; Edward Ilsley, actuary; Lewis McKnight, M. D., medical examiner; E. B. Wolcott, M. D., consulting physician.

EXECUTIVE COMMITTEE.—John H. Van Dyke, David Furguson, Heber Smith, Chas. F. Ilsley, J. A. Dutcher.

[Milwaukee Sentinel Print.]

630 BOARD OF TRUSTEES.

John H. Van Dyke, Emmons & Van Dyke, att'ys,	Mil.
Heber Smith, vice-president	"
John Plankinton, Plankinton & Armour, packers	"
Charles F. Ilsley, Marshall & Ilsley, bankers	"
David Ferguson, cashier W. M. & F. I. Co. Bank	"
Chas. D. Nash, prest. National Exch. Bank	"
Henry L. Palmer, Palmer, Hooker & Pitkin, att'ys	"
George B. Miner, dentist	"

	Augustus C. Wilmauns, insurance agent	"
	Edward P. Allis, E. P. Allis & Co., founders	"
	S. S. Merrill, genl. manager, St. Paul R'y	"
	John A. Dutcher, Dutcher, Ball & Goodrich	"
	Guido Pfister, G. Pfister & Co., tanners	"
	Erastus B. Wolcott, surgeon genl. of Wisconsin	"
	Jas. C. Spencer, late genl. man'g'r P. Du C. R'y	"
	A. C. May, attorney	"
	John V. Farwell, John V. Farwell & Co	Chicago.
	Henry W. Hinsdale, H. W. Hinsdale & Co	"
	Chauncey T. Bowen, Bowen Bros	"
	Nelson Ludington, lumber-dealer	"
	Samuel Marshall, president State Bank	Madison.
	Simeon Mills, president Bank of Madison	"
	Mons. Anderson, merchant	La Crosse.
	John H. Rountree, farmer and miner	Platteville.
	Anson P. Waterman, hardware merchant	Beloit.
	John J. R. Pease, law'er and capitalist	Janesville.
	Geo. F. Davis, Geo. F. Davis & Co	Cincinnati, O.
631	Harvey Durkee, farmer	Kenosha.
	Jerome I. Case, threshing-machine man'r.	Racine.
	Charles Scheffer, late State treasurer	Minnesota.
	Thomas Simpson, lawyer	Winona, Minn.
	Johnathan W. Cattell, late auditor of State	Iowa.
	John F. Dillon, judge supreme court	Iowa.
	John Coburn, lawyer	Indianapolis, Ind.
	David Preston, banker	Detroit, Mich.
	Ben. R. Cowen, late adj't-gen'l of Ohio	Cin*n*.

THE NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY.

History of the company.—In 1857 Mr. John C. Johnston, who had given the best years of his life to the agency of the Mutual Life, in New York City, procured a charter from the Wisconsin legislature, copied with sleight modifications from that of the Mutual of New York. After nearly two years of persistent effort, (during which time he was constantly proclaiming that we might in a few years have a company in the
632 Northwest equal to the one he had left, for which the people regarded him an enthusiast or a monomaniac,) he succeeded in effecting an organization and procuring applications for $300,000 insurance, to comply with the charter. The company was fully organized, and the first policies were issued at Janesville, [4—The Northwestern Mutual] November 25, 1858, and the Mutual Life-Insurance Company of Wisconsin, a purely mutual company, was fairly launched. For obvious reasons, the headquarters of the company were removed to the commercial capital of the State in the spring of 1859, and its managers and officers changed to correspond with such removal. In June, 1859, when the first report was made to the governor, the total assets were $9,337, while now they are over $6,500,000. In 1865 the name was
633 changed by legislative enactment to the Northwestern Mutual Life-Insurance Company, to represent more appropriately its widely-extended business. Its first losses were two victims of the terrible accident to the excursion-train, near Watertown, at the opening of the Northwestern Railroad to Fond du Lac; the third, its venerable founder; and the fourth, one of the unfortunate ones lost at the foundering of the Lady Elgin. The total number of losses during the ten

years have been 447, covering $772,328.30 insurance; and in very many cases the money received on these policies has been all that was left to keep the broken household from seperation and from charity.

At the end of ten years we find the assets eaqual to the predictions of its founder, and its membership nearly three times as great. And
634,635 it has issued during the ten years more policies (and has a larger proportion of them in force, we believe) than any other company in the country issued during the first [5—Life-Insurance Company.] twenty-three years of its existence, ending with January, 1866. Its accumulations would have been still greater, no doubt; but from the very necessity of its location, its business has not been sought among the accumulated wealth of the older commercial centers, but among the hardy bone and sinew of the nation. Thus, through its policies are smaller, its basis is broader and its foundation and superstructure more stable and safe.

ADVANTAGES OFFERED BY THIS COMPANY.

Security.—Assets accumulated in ten years reach over $6,500,000,
636 safely invested in accordance with its charter.

The charter limits its investments to real estate for office, to United States bonds, Wisconsin bonds, mortgages on real estate worth double the amount loaned thereon, and loans upon policies for an amount not to exceed one-half of the premium, which by vote of the trustees has been limited to the actual surrender-value of the policy.

Managers.—One of the best guarantees the public has, is in the character and reputation of its managers, among whome are to be found the best and most careful men [6—The Northwestern Mutual] in the country. It has already 30,000 members, enough to secure fully the breadth of base needed for securing an average mortality.

637 *Mutuality.*—It is a purely mutual company, managed by the members for the members, in the interest of the members; with no stockholders to control the company for selfish purposes, to fix the surplus, or to absorb it. In short, it has been the aim of the managers to make it a model life-insurance company, one which shall keep fully up with the advancing improvements of the times, in which each member shall be a full partner in the whole business, with liability limited to premiums paid, and which shall prove a lasting monument to the enterprise and integrity of the Northwest.

Equity.—All its plans are arranged to secure to its members and between them—

638 1st. They may pay premiums in cash, or may give note for part of the premium, never to exceed the value of the policy, so that the business is really cash; or, having paid all cash for a few years, they may pay all note' without the above limit, and thus, in an an emergency, preserve their policy from lapsing. These loan-privileges are not confined to large policies, as in most companies, but are offered to the poor, who need them most. [7—Life-Insurance Company.]

2d. After the first year, a just surrender-value will be paid for any lapsed policy, if called for within one year from the time of lapsing, or a proper proportion of full-paid insurance will be given.

3d. All its policies are non-forfeiting; five and ten year policies after the first year, and others after the second year.

639 4th. Its restrictions upon residence, travel, and occupation are liberal and intended to be equitable to all members.

5th. It recognizes women's rights, putting them on an equality in rates, etc., with the men, which experience shows to be just.

6th. It makes the dividends on the contribution plan of giving to each member his share of the surplus in proportion to his overpayments.

7th. Additions (full paid) to policies by dividends are non-forfeitable.

Location.—Its location gives it three prominent advantages over most other companies.

1st. Opportunity for constant investment of its funds with en-
640 tire safety at high rates of interest, since the demand is great, property rapidly enhancing in value, and people can afford to pay the higher rate. This difference of interest is forcibly illustrated by the following figures: [8—The Northwestern Mutual.] The amount of $1,000 invested for 50 years, at—

6 per cent., compound interest, is			.....	$18,420 15
8	"	"	"	46,901 61
10	"	"	"	117,390 85

2d. Low rate of mortality. The great bulk of its membership is in the Northwest, where the climate is proverbially good and the mortality is confessidly small. Again, the majority of its risks are in the smaller towns, villages, and farms of the West, which are less subject to
641 the sweeping destructions of cholera and other epidemics than the larger cities, where some of the companies concentrate their business.

3d. The company is not subject to so large expenses for rent, officers' salaries, and other similar expenses as are necessary for those companies located in the larger eastern cities.

Owing to these three advantages there is good reason to expect that large dividends will be the result.

To sum up these advantages: It offers security furnished by $6,500,000 assets and 30,000 membership, and by honest administration of its affairs. Its mutuality is complete, the members receiving all the proceeds of the business. It is liberal to the insured in all its ar-
642 rangements, and it has the location, membership, and prestige to enable it to furnish life-insurance at as small or smaller cost than most any other company. It is as good an all-cash company as the best for cash-payers, and as liberal a note-company as is equitable among or advantageous to note-givers.

[9—Life-Insurance Company.] As evidence that the public appreciate these, its growth has been constantly and rapidly increasing year after year. Since its organization it has paid to representatives of deceased policy-holders and to living members in dividends, more than one million dollars.

FUTURE DIVIDENDS.

The dividends for 1870 will be upon the business of the years
643 1867 and 1868, ending December 31st, in order to reduce the term prior to the annual dividend from three to two years. Hereafter all participating members will receive their first dividend upon the first year's premium at the end of two years from the date of the policy, and one annually thereafter upon each successive year's business.

The dividends will be applied on note-policies to the payment of the principal of the loan-notes.

Choice will be given to cash-paying members to apply the dividends to the payment of the next annual premium, or (provided they are in good health) to the purchase of additional insurance, temporary or full paid. This temporary insurance for one year, in many cases, more than doubles the policy, and this increase may be continued by future divi-
644 dends. [10—The Northwestern Mutual.] This additional insurance does not become forfeited by the non-payment of premiums on the policy after the dividend has been so credited.

This full-paid insurance may be surrendered at any time for its full value and the amount applied to pay premiums and to keep the policy from lapsing.

A NEW METHOD

Of applying dividends on cash-policies is offered, which we believe will be popular, viz, any member paying cash-premiums may leave his dividends on deposit with the company, upon which deposit six per cent. interest will be allowed, which deposit may be drawn upon at
645 any time for payment of the premium, and the company will in ev'ry case keep in force such policy so long as such deposit and its interest will pay the regular premium, even without the request of the policy-holder.

POST-MORTEM DIVIDENDS.

Members who die before the declaration of dividends will receive the full benefit thereof, when made, upon each premium paid.

Each premium paid by members at the time of the distribution will receive its corresponding divi [11—Life Insurance Company] dend, and dividends on all policies continue so long as the insurance continues or the policy is in force, no matter when the premium ceases.

646 CONDITIONS OF INSURANCE.

1st. Truthful and honest statements in the application. For this is a part of the contract, and on it the policy is based. The statements made in the application are for all purposes held to be made by, and to be the statements of, the applicant, although the agent may write them.

2d. Payment of premiums when due.

These may be made on or before the day due to an authorized agent, when he holds the company's receipt signed by an officer. Without such receipt, payment to an agent does not bind the company. An agent has no power to change the contract or waive forfeitures. Lapsed policies may be restored within thirty days upon the person's
647 own certificate of good health, countersigned by the agent. After thirty days, a medical certificate of good health must be furnished at party's own expense and premium paid.

3d. Compliance with the conditions of policy and application.

The chief prohibitions are: Residence or travel without the prescribed limits, viz, within the United States or Europe north of the tropics. Engaging without permit in hazardous occupations, viz, regular employment on railway-trains, on vessels on the ocean, in submarine op- [12—The Northwestern Mutual] erations or mining, or in manufacture or handling of explosive substances, taking opium or drinking to excess.

648 TO WHOM POLICIES MAY BE PAYABLE.

To one's self, heirs, or assigns, to wife, parent, brother, sister, or child, to partner in business, to a creditor, to a benevolent institution, or to any person who has a pecuniary interest in the assured life, and to none others.

HOW TO COLLECT LOSSES.

When a loss occurs, apply to the nearest agent for the blank form of proof, or write to the company. Forms will be furnished with necessary instructions. Any expense for legal advice is unnecessary. The loss will be paid to the person authorised to receipt for it without unnecessary delay.

EXTRA PREMIUMS

Will be charged on hazardous occupations or residence, some
649 of which are as follows: Passengers, conductors, express-agents, and baggage-masters on railroads, and miners, pay one-half of one [13—Life-Insurance Company] per cent. per annum extra, ($5.00 on each $1,000 of insurance.)

Engineers and freight-train conductors, one per cent. Other extra rates furnished on application to the office.

KINDS OF POLICIES ISSUED.

This company issues all kinds of policies pertaining to life-insurance, including all the new and favorite kinds, up to $20,000 on a single life. The following are the more common kinds, rates for which may be found in the following tables. All participate in dividends as long
650 as any portion is in force, in proportion to their contributions to the surplus, as do all policies, unless dividends are expressly given up by stipulation of the insured. The premiums on policies may be paid wholly in cash or part in cash and part note. Column two in the whole-life table shows proportion of note which will be taken on life policies with continued premiums. On all other tables one-third of the premium only may be taken in note. Tables are only given for annual premiums, but they may, if desired, be paid semi-annually or quarterly, (not below a $5-premium.)* Annual premiums are, however, advised.

651 [14—The Northwestern Mutual.]

Whole-life policies. 1st. With premiums continued during life. On these, if the insured wishes to discontin'e after two full years' payment, a full-paid policy will be issued for the whole sum of complete annual premiums paid, provided request be made, and the old policy surrendered within three months after the lapse of the policy.

2d. With premiums continued for twenty years only.

3d. With premiums continued for fifteen years only.

652 On these, after two years, full-paid policies will be issued for as many twentieths or fifteenths of the whole policy as there have been complete annual premiums paid. If notes have been given on either of these first three kinds of policies, the notes must be paid in cash before full-paid policies will be issued.

* To arrive at a semi-annual premium on all-cash or part-note premium, add three per cent. to the cash part of premium, and divide by two. To find a quarterly premium, add five per cent. to the cash part, and divide by four.

4th. With premiums continued for ten years only.

5th. With premiums continued for five years only.

On these two, in case of default, each full year's payment secures its proportion of the policy without any change of policy. If, however, notes have been given, the notes must be paid or the interest thereon paid annually until the notes are canceled by dividends, in order to secure the proportion of the policy. If such interest is not paid
653 within three months from the time the policy lapses, the whole policy will be forfeited, (unless the annual premium for one or more years has been paid in cash, or one or more notes have been taken up by dividend, thus making complete payments,) and the partial policy will not thereafter be restored.

6th. With a single payment, the one payment securing a policy for life and an annual dividend after two years. [15—Life-Insurance Company.]

Endowment assurance policies, payable at death or in five, ten, fifteen, twenty, twenty-five, thirty, thirty-five, forty, forty-five, fifty, or fifty-five years.

Premiums on these, too, are made to continue for the whole term or payable in five, ten, fifteen, or twenty years on the same con-
654 ditions as life-policies in regard to forfeiture. Insurance on this plan secures a provission for one's family in the event of early death, and also a sure support for old age, thus providing against the two life-contingencies, viz, dying early and living long.

It often happens that a man at sixty or seventy years of age gets beyond the need of insurance for the protection of his family, (they having already provided for themselves,) and rather needs assistance from them—at least needs the money required for an annual premium on a life-policy, more for his own comfort than for their protection. The endowment policy just meets his wants. It furnishes the protection for his family at the time when no prudent man, who has not already
655 acquired a competence beyond any contingency, can afford to live without insurance, and at the same time guarantees a comfortable support for his own old age. By this arrangement he provides against the possible contingency of his annual premium becoming a burden to him in later years.

Joint life-policies on two lives, payable at the death of the first person, also payable for life or for ten years on same conditions as others.

Joint endowment-policies on two lives, payable at death of the first or in a certain number of years if both survive.

Children's endowment-policies will be issued if desired, though in every case where the parent's life is insurable we would recom-
656 mend in [16—The Northwestern Mutual] place of such policies an endowment assurance policy on the parent's life, to run for the same time, as being much more certain to accomplish the desired result. For in the latter case, if the parent lives or dies, the policy is secured to the child; but in the former, if the parent dies without making provision for the annual payments thereafter to be made on the child's endowment, the desired end would be defeated.

The installment feature, which contemplates the payment of policies after death in installments, allowing interest on the deferred payments, may be incorporated in new policies or added to old ones upon proper request of the parties.

NON-PARTICIPATING POLICIES.

657 We have recently added tables of all-cash rates without divi-

dends. In consideration of these rates persons surrender all claims to dividends. We do not advise their adoption, for we confidentially believe that the insured will secure insurance at much cheaper rates, but if parties insist we will issue policies on this basis. Policies are of two kinds on this plan.

Whole-life policies, payable at death, with premiums all cash, to be paid annually for life or in five, ten, fifteen, or twenty years.

In case of a default in payment of any premium after the first two years, a full-paid policy for the amount of complete annual premiums paid will be issued, provided application be made and the policy
658 surrendered within three months from such default. [17—Life-Insurance Company.]

Return-premium life-policies, with all-cash annual premiums for life, with return of all premiums. On this table the amount of all premiums paid will be added to the policy at death, making it a yearly-increasing policy. In case of discontinuance a policy with life-premiums, after two annual payments, may be changed within three months for a full-paid one for amount of premium paid. Premiums on these non-participating policies are not divided into less than annual payments.

PLAN FOR COLLECTING INTEREST ON NOTES.

In order to secure equity and to forestall the compla'nts which
659 sometimes arise from note given at the time of renewal of their annual premiums, on account of the increase of the cash payment by the addition of the interest on the notes, we have arranged the following plan, under which the cash payments on note-policies do not increase.

We believe this will work to the mutual satisfaction of the agents and members, and it will be the invariable practice of the company on policies issued after May 1st, 1869.

Interest on the first note will be collected with the premium in advance, and the same sum will be collected each year thereafter. For example, on a $10,000 whole-life policy, age 40, the total premium is $315.70, of which a loan-note may be taken each [18—The North-
660 western Mutual] year for $125.20, leaving the cash part $190.50.

Accordingly the cash payment will be, the first year	$190 50
Interest on one note	8 76
Total cash payment	$199 26

The second year the same cash paym't, 199.26; the third year the same cash paym't, 199.26, and so on.

At the third payment, and thereafter each year, enough of the dividend to pay the balance of interest on outstanding notes will be applied to such interest, and the remainder of the dividend to be applied to liquidating the notes.

On five and ten year policies, however, if the annual premium is not regularly paid, and the party desires to keep in force a partial
661 policy, he must pay annually, in cash, the interest on all outstanding notes until they are retired.

Age.	For life.	Amount note.	For 5 years.	For 10 years.	For 15 years.	For 20 years.	Single payments.
15	15 39	3 92	57 97	34 18	25 38	21 27	252 26
16	15 74	4 10	59 00	34 89	25 84	21 65	256 76
17	16 09	4 29	60 06	35 62	26 33	22 06	261 34
18	16 47	4 49	61 18	36 35	26 82	22 38	266 15
19	16 86	4 70	62 34	37 11	27 34	22 92	271 15
20	17 27	4 91	63 53	37 87	27 88	23 39	276 34
21	17 70	5 13	64 79	38 66	28 43	23 85	281 71
22	18 15	5 37	66 09	39 45	29 03	24 35	287 29
23	18 62	5 62	67 42	40 27	29 76	24 87	293 06
24	19 11	5 86	68 82	41 10	30 27	25 41	299 06
25	19 63	6 14	70 25	41 95	30 92	25 97	305 28
26	20 17	6 42	71 76	42 82	31 60	26 55	311 73
27	20 75	6 72	73 33	43 71	32 31	27 15	318 41
28	21 34	7 03	74 95	44 62	33 04	27 78	325 34
29	21 97	7 35	76 61	45 55	33 80	28 44	332 50
30	22 63	7 69	78 35	46 51	34 60	29 22	339 94
31	23 33	8 06	80 15	47 48	35 42	29 83	347 64
32	24 06	8 43	81 98	48 48	36 27	30 58	355 60
33	24 82	8 84	83 93	49 50	37 18	31 36	363 85
34	25 64	9 27	85 93	50 55	38 11	32 17	372 40
35	26 49	9 72	87 00	51 62	39 07	33 02	381 25
36	27 40	10 21	90 17	52 72	40 08	33 92	390 43
37	28 35	10 73	92 42	53 86	41 13	34 84	399 94
662 38	29 36	11 28	94 73	55 20	42 24	35 83	409 79
39	30 43	11 88	97 14	56 68	43 41	36 87	420 02
40	31 57	12 52	99 61	58 19	44 62	37 96	430 61
41	32 78	13 20	102 25	59 91	45 90	39 11	441 61
42	34 08	13 92	104 96	61 44	47 26	40 38	453 03
43	35 45	14 62	107 80	63 19	48 69	41 65	464 86
44	37 11	15 32	110 73	65 00	50 19	43 02	477 09
45	38 47	16 00	113 75	66 92	51 89	44 17	489 66
46	40 11	16 68	116 90	68 91	53 53	46 02	502 56
47	41 85	17 36	120 16	70 96	55 15	47 62	515 75
48	43 69	18 07	123 50	73 08	56 96	49 33	529 23
49	45 64	18 80	126 92	75 31	58 85	51 12	542 95
50	47 70	19 55	130 13	77 59	60 80	53 00	556 95
51	49 89	20 32	134 00	79 96	62 87	55 00	571 19
52	52 21	21 11	137 71	82 41	65 03	37 12	585 66
53	54 68	21 92	141 49	84 97	67 31	59 35	600 36
54	57 27	22 78	145 37	87 63	69 70	61 73	615 26
55	60 04	23 64	149 33	90 37	72 23	64 34	630 36
56	62 98	24 52	153 31	93 25	74 87	67 02	645 64
57	66 10	25 47	157 65	96 25	77 80	69 80	661 08
58	69 42	26 42	161 93	98 25	80 68	73 33	676 66
59	72 97	27 42	166 34	102 68	83 82	76 09	692 45
60	76 75	28 38	170 91	106 15	87 20	79 58	708 26

663 *Endowment assurance.*

ANNUAL PREMIUM FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 5 years.	In 10 years.	In 15 years.	In 20 years.	In 25 years.	Age.
15	219 75	102 25	65 12	46 61	35 79	15
16	219 75	102 30	65 18	46 69	35 88	16
17	219 75	102 35	65 25	46 77	35 97	17
18	219 75	102 41	65 33	46 85	36 05	18
19	219 75	102 46	65 40	46 94	36 18	19
20	219 75	102 50	65 50	47 00	36 29	20
21	219 80	102 60	65 56	47 13	36 41	21
22	219 85	102 70	65 63	47 24	36 54	22
23	219 90	102 85	65 72	47 38	36 68	23
24	219 95	103 00	65 82	47 47	36 81	24
25	220 00	103 30	65 92	47 59	36 97	25
26	220 10	103 40	66 03	47 72	37 04	26
27	220 20	103 50	66 15	47 86	37 32	27
28	220 80	103 75	66 27	48 00	37 52	28
29	220 40	103 90	66 40	48 18	37 73	29
30	220 50	104 05	66 54	48 34	37 96	30
31	220 63	104 30	66 68	48 55	38 21	31
32	220 75	104 43	66 83	48 75	38 36	32
33	220 88	104 56	67 00	48 98	38 79	33
34	221 10	104 69	67 18	49 23	39 13	34
35	221 25	104 83	67 38	49 50	39 49	35
36	221 50	105 00	67 75	49 80	39 90	36
37	221 75	105 56	68 09	50 14	40 29	37
38	222 00	105 74	68 36	50 52	40 70	38
664 39	222 25	105 95	68 67	50 94	41 39	39
40	222 50	106 18	69 02	51 40	42 00	40
41	222 75	106 87	69 41	51 93	42 66	41
42	223 00	107 09	69 85	52 52	43 43	42
43	223 35	107 56	70 50	53 18	44 26	43
44	223 70	107 98	71 19	53 92	45 00	44
45	224 10	108 88	71 88	54 73	45 87	45
46	224 60	109 41	72 60	55 62	47 97	46
47	225 10	109 98	73 29	56 59	48 17	47
48	225 65	110 61	74 12	57 65	49 00	48
49	226 25	111 29	75 03	58 17	50 91	49
50	226 85	112 04	76 02	60 08	52 50	50
51	227 50	113 00	77 25	61 47	.....	51
52	228 15	114 19	78 59	63 16	.....	52
53	228 85	115 17	79 89	64 63	.....	53
54	229 70	116 68	81 41	66 43	.....	54
55	231 55	117 85	83 00	68 40	.....	55
56	232 45	119 59	84 91	.....	.....	56
57	233 50	121 47	87 00	.....	.....	57
58	234 75	123 00	89 19	.....	.....	58
59	236 55	124 64	91 50	.....	.....	59
60	238 50	126 65	94 33	.....	.....	60

665 *Endowment assurance.*

ANNUAL PREMIUM FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 30 years.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.
14	28 77	24 18	20 80	18 60	16 96	15 98
15	28 86	24 30	20 94	18 67	17 16	16 21
16	28 97	24 42	21 09	18 85	17 38	16 47
17	29 08	24 56	21 25	19 05	17 76	16 74
18	29 19	24 71	21 43	19 26	18 00	17 03
19	29 32	24 83	21 62	19 49	18 14	17 54
20	29 46	25 03	21 83	19 74	18 43	17 69
21	29 70	25 21	22 19	20 00	18 75	.....
22	29 76	25 40	22 29	20 29	19 09	.....
23	29 93	25 65	22 56	20 61	19 45	.....
24	30 11	25 85	22 85	20 95	19 85	.....
25	30 31	26 10	23 13	21 29	20 50	.....
26	30 52	26 34	23 47	21 71	.....	.....
27	30 75	26 66	23 82	22 13	.....	.....
28	31 00	26 98	24 21	22 60	.....	.....
29	31 28	27 33	24 64	23 09	.....	.....
30	31 58	27 71	25 10	23 81	.....	.....
31	31 92	28 12	25 60	.....	.....	.....
32	32 26	28 37	26 14	.....	.....	.....
33	32 66	28 85	26 73	.....	.....	.....
34	32 84	29 38	27 36	.....	.....	.....
35	33 31	29 97	28 15	.....	.....	.....
36	33 79	30 38	.....	.....	.....	.....
37	34 39	31 07	.....	.....	.....	.....
666 38	35 01	31 83	.....	.....	.....	.....
39	35 44	32 57	.....	.....	.....	.....
40	36 19	33 56	.....	.....	.....	.....
41	37 09	.....	.....	.....	.....	.....
42	37 93	.....	.....	.....	.....	.....
43	38 66	.....	.....	.....	.....	.....
44	39 76	.....	.....	.....	.....	.....
45	40 96	.....	.....	.....	.....	.....

On all endowment-policies, with premiums payable for the whole term, after two yearly payments the policy will be good. If payments are discontinued, for such proportion thereof as the number of complete annual premiums paid bears to the whole number—that is, on a policy of $10,000 on a person aged 30, payable at 50, after two payments, if others are not made, the policy will be good for 2-20ths of the amount, or $1,000; after three payments, for $1,500, and so on. If notes
667 have been given they must be paid in cash to secure full-paid policy.

Endowment assurance.

FIVE ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

	Age.	In 10 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	Age.
	14	182 07	152 00	128 42	110 46	96 07	14
	15	182 12	152 07	128 70	110 64	96 31	15
	16	182 17	152 18	128 84	110 84	96 36	16
	17	182 22	152 25	128 96	111 00	96 81	17
	18	182 28	152 32	129 09	111 20	97 07	18
	19	182 35	152 44	129 25	111 43	97 37	19
	20	182 42	152 51	129 39	111 64	97 68	20
	21	182 50	152 66	129 60	111 94	98 04	21
	22	182 57	152 79	129 79	112 18	98 41	22
	23	182 65	152 90	129 96	112 43	98 87	23
	24	182 72	153 07	130 19	112 75	99 23	24
	25	182 80	153 17	130 38	113 05	99 65	25
	26	183 90	153 33	130 61	113 38	100 13	26
	27	183 02	153 53	130 87	113 76	100 70	27
	28	183 13	153 68	131 13	114 16	101 25	28
	29	183 25	153 86	131 34	114 57	101 87	29
668	30	183 38	154 05	131 72	115 05	102 55	30
	31	183 50	154 25	132 03	115 54	103 40	31
	32	183 61	154 57	132 36	116 07	103 78	32
	33	183 72	154 74	132 72	116 75	104 61	33
	34	183 89	154 92	133 15	117 30	105 54	34
	35	184 04	155 19	133 60	118 00	106 54	35
	36	184 22	155 58	134 10	118 79	107 64	36
	37	184 40	155 80	134 64	119 62	108 42	37
	38	184 59	156 16	135 25	120 58	109 28	38
	39	184 80	156 55	135 90	121 54	110 68	39
	40	185 00	156 93	136 59	122 60	112 28	40
	41	185 31	157 12	137 44	123 40	112 95	41
	42	185 62	157 65	138 35	124 74	114 72	42
	43	186 00	158 67	139 37	125 79	116 67	43
	44	186 41	159 38	140 50	127 33	118 73	44
	45	186 46	160 15	141 70	128 57	120 95	45
	46	187 40	161 13	143 07	130 45	.....	46
	47	188 03	162 04	144 56	132 50	.....	47
	48	188 68	163 07	146 15	134 12	.....	48
	49	189 41	164 26	147 86	136 44	.....	49
	50	190 18	165 45	149 68	138 87	.....	50
	51	190 96	166 70	151 62	.....	.....	51
	52	191 84	168 20	153 75	.....	.....	52
	53	192 85	169 74	156 00	.....	.....	53
	54	193 91	171 41	158 41	.....	.....	54
	55	195 07	173 22	161 4	.....	.....	55
	56	196 19	175 05	.....	.....	.....	56
	57	197 78	177 35	.....	.....	.....	57
	58	198 81	179 62	.....	.....	.....	58
	59	200 91	182 09	.....	.....	.....	59
669	60	202 73	184 89	.....	.....	.....	60

Endowment assurance.

FIVE ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	85 37	78 19	72 62	67 91	64 79	14
15	85 68	78 66	73 14	68 71	65 36	15
16	86 02	79 04	73 70	69 24	66 39	16
17	86 26	79 49	74 28	70 13	67 24	17
18	86 72	79 98	74 96	70 73	68 17	18
19	87 13	80 53	75 60	71 58	69 15	19
20	87 53	81 08	76 34	72 46	70 20	20
21	88 02	81 73	77 14	73 44	.....	21
22	88 52	82 39	78 00	74 48	.....	22
23	89 05	83 08	78 89	75 56	.....	23
24	89 64	83 87	79 88	76 73	.....	24
25	90 25	84 69	80 91	77 97	.....	25
26	91 03	85 57	82 04	.....	.....	26
27	91 67	86 56	88 26	.....	.....	27
28	92 51	87 69	84 53	.....	.....	28
29	93 29	88 64	85 90	.....	.....	29
30	93 53	89 91	87 18	.....	.....	30
31	94 48	91 17	.....	.....	.....	31
670 32	95 53	92 54	.....	.....	.....	.....
33	96 65	94 01	.....	.....	.....	.....
34	97 17	95 60	.....	.....	.....	.....
35	98 50	97 27	.....	.....	.....	.....
36	99 92	.....	.....	.....	.....	.....
37	101 45	.....	.....	.....	.....	.....
38	102 73	.....	.....	.....	.....	.....
39	104 49	.....	.....	.....	.....	.....
40	105 95	.....	.....	.....	.....	.....

On policies with premiums continued for five and ten years only, in case of default each year's payment secures its proportion of the policy without any change of policy. If, however, notes have been given, the notes must either be paid, or the interest thereon be paid annually until the notes are cancelled by dividends, in order to secure the proportion of the policy. If such interest is not paid within three months after the policy lapses, the whole policy will be forfeited, (unless the annual
671 premiums for one or more years have been paid in cash, or one or more notes have been taken up by dividends, thus making complete payments,) and the partial policy will not thereafter be restored.

Endowment assurance.

TEN ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.	Age.
14	85 67	72 44	62 25	53 90	48 13	14
15	85 72	72 54	62 36	54 29	48 30	15
16	85 78	72 63	62 48	54 44	48 50	16
17	85 84	72 71	62 60	54 64	48 69	17
18	85 93	72 81	62 73	54 73	48 91	18
19	86 00	72 93	62 86	54 93	49 15	19
20	86 07	73 02	63 00	55 02	49 38	20
21	86 15	73 14	63 17	55 33	49 68	21
22	86 26	73 27	63 32	55 55	49 98	22
23	86 35	73 39	63 49	55 79	50 29	23
24	86 45	73 53	63 67	56 06	50 64	24
25	86 57	73 68	63 88	56 36	51 00	25
26	86 67	73 86	64 09	56 60	51 39	26
27	86 79	74 00	64 32	56 92	51 83	27
28	86 92	74 17	64 42	57 27	52 29	28
29	87 05	74 35	64 82	57 64	52 79	29
30	87 19	74 54	65 12	58 04	53 33	30
31	87 35	74 75	65 43	58 48	53 91	31
672 32	87 59	75 14	65 77	58 93	54 53	32
33	87 67	75 23	66 12	59 44	55 20	33
34	87 85	75 50	66 52	60 00	55 93	34
35	88 05	75 80	66 96	60 60	56 73	35
36	88 26	76 13	67 42	61 25	57 58	36
37	88 40	76 48	67 94	61 96	58 50	37
38	88 72	76 84	68 50	62 72	59 47	38
39	89 06	77 31	69 14	63 59	60 57	39
40	89 30	77 78	69 83	64 51	61 77	40
41	89 77	78 34	70 61	65 53	.....	41
42	90 17	78 96	71 44	66 64	.....	42
43	90 68	79 65	72 41	67 85	.....	43
44	91 25	80 44	73 46	69 19	.....	44
45	91 86	81 29	74 59	70 61	.....	45
46	92 54	82 23	75 82	.....	.....	46
47	93 30	83 24	77 16	.....	.....	47
48	94 10	84 33	78 59	.....	.....	48
49	95 03	85 53	80 13	.....	.....	49
50	95 96	86 81	81 79	.....	.....	50
51	97 11	88 21	.....	.....	.....	51
52	98 15	89 71	.....	.....	.....	52
53	99 38	91 34	.....	.....	.....	53
54	100 74	93 11	.....	.....	.....	54
55	102 21	95 03	.....	.....	.....	55
56	103 82	.....	.....	.....	.....	56
57	105 58	.....	.....	.....	.....	57
58	107 50	.....	.....	.....	.....	58
59	109 59	.....	.....	.....	.....	59
60	111 91	.....	.....	.....	.....	60

673 *Endowment assurance.*

TEN ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	43 12	40 16	38 28	36 53	14
15	43 35	40 34	38 72	36 96	15
16	43 59	40 72	39 03	37 42	16
17	43 86	41 00	39 45	37 91	17
18	44 13	41 36	39 90	38 44	18
19	44 43	41 74	40 39	39 02	19
20	44 77	42 15	40 89	39 61	20
21	45 12	42 61	41 45	.....	21
22	45 50	43 00	42 04	.....	22
23	45 90	43 60	42 67	.....	23
24	46 35	44 16	43 34	.....	24
25	46 87	44 75	44 26	.....	25
26	47 32	45 38	.....	.....	26
27	47 97	46 06	.....	.....	27
28	48 47	46 79	.....	.....	28
29	49 10	47 57	.....	.....	29
30	49 83	48 05	.....	.....	30
31	50 50	.....	.....	.....	31
32	51 29	.....	.....	.....	32
33	52 12	.....	.....	.....	33
34	53 04	.....	.....	.....	34
35	54 00	.....	.....	.....	35

674 On policies with premiums continued for five and ten years only, in case of default each full year's payment secures its proportion of the policy without any change of policy. If, however, notes have been given, the notes must either be paid or the interest thereon be paid annually until the notes are canceled by dividends, in order to secure the proportion of the policy. If such interest is not paid within three months after the policy lapses, the whole policy will be forfeited, (unless the annual premiums for one or more years have been paid in cash, or one or more notes have been taken up by dividends, thus making complete payments,) and the partial policy will not thereafter be restored.

675 *Endowment assurance.*

FIFTEEN ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 20 years.	In 25 years.	In 30 years.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	54 17	47 03	41 00	36 00	32 73	30 17	28 63	27 51	14
15	54 26	47 12	41 12	36 13	32 91	30 40	28 97	27 65	15
16	54 34	47 21	41 24	36 27	33 03	30 63	29 20	28 00	16
17	54 42	47 32	41 36	36 48	33 34	30 90	29 53	28 36	17
18	54 50	47 43	41 50	36 62	33 52	31 18	29 80	28 78	18
19	54 60	47 55	41 64	36 80	33 75	31 47	30 24	29 20	19
20	54 69	47 65	41 80	37 00	33 92	31 79	30 63	29 67	20
21	54 79	47 77	41 95	37 31	34 09	32 14	31 04	.....	21
22	54 90	47 92	42 16	37 45	34 59	32 44	31 50	.....	22
23	55 00	48 07	42 34	37 70	34 91	32 90	31 98	.....	23
24	55 12	48 23	42 54	37 96	35 20	33 34	32 19	.....	24
25	55 25	48 39	42 75	38 25	35 62	33 80	33 04	.....	25
26	55 39	48 57	43 00	38 56	36 03	34 20	.....	.....	26
27	55 52	48 76	43 25	38 89	36 45	34 82	.....	.....	27
28	55 68	48 96	43 52	39 24	36 93	35 38	.....	.....	28
29	55 84	49 19	43 81	39 64	37 41	35 97	.....	.....	29
30	56 02	49 41	44 16	40 06	37 95	36 62	.....	.....	30
31	56 20	49 68	44 51	40 51	38 53	.....	.....	.....	31
32	56 39	49 96	44 87	41 00	38 94	.....	.....	.....	32
33	56 62	50 27	45 29	41 54	39 81	.....	.....	.....	33
34	56 86	50 60	45 75	42 12	40 52	.....	.....	.....	34
676 35	57 11	50 96	46 23	42 74	41 28	.....	.....	.....	35
36	57 40	51 42	46 76	43 41	.....	.....	.....	.....	36
37	57 72	51 80	47 35	44 16	.....	.....	.....	.....	37
38	58 08	52 29	48 00	44 94	.....	.....	.....	.....	38
39	58 47	52 83	48 69	45 81	.....	.....	.....	.....	39
40	58 92	53 43	49 48	46 75	.....	.....	.....	.....	40
41	59 42	54 09	50 32	.....	.....	.....	.....	.....	41
42	60 00	54 84	51 26	.....	.....	.....	.....	.....	42
43	60 63	55 67	52 30	.....	.....	.....	.....	.....	43
44	61 33	56 57	53 42	.....	.....	.....	.....	.....	44
45	62 13	57 59	54 63	.....	.....	.....	.....	.....	45
46	63 08	58 77	.....	.....	.....	.....	.....	.....	46
47	63 90	59 83	.....	.....	.....	.....	.....	.....	47
48	64 91	61 09	.....	.....	.....	.....	.....	.....	48
49	66 00	62 47	.....	.....	.....	.....	.....	.....	49
50	67 21	63 95	.....	.....	.....	.....	.....	.....	50
51	68 31	.....	.....	.....	.....	.....	.....	.....	51
52	69 93	.....	.....	.....	.....	.....	.....	.....	52
53	71 47	.....	.....	.....	.....	.....	.....	.....	53
54	73 15	.....	.....	.....	.....	.....	.....	.....	54
55	75.00	.....	.....	.....	.....	.....	.....	.....	55

677 *Endowment assurance.*

TWENTY ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 25 years.	In 30 years.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	39 87	34 97	31 25	28 00	25 63	23 97	22 88	14
15	39 96	35 08	31 38	28 15	25 83	24 21	23 16	15
16	40 05	35 19	31 51	28 34	26 04	24 46	23 45	16
17	40 14	35 30	31 67	28 52	26 26	24 74	23 77	17
18	40 24	35 42	31 82	28 71	26 52	25 03	24 12	18
19	40 35	35 56	32 00	28 92	26 77	25 34	24 49	19
20	40 46	35 69	32 18	29 15	27 05	25 69	24 88	20
21	40 58	35 85	32 37	29 40	27 36	26 04	.....	21
22	40 71	36 02	32 58	29 65	27 61	26 43	.....	22
23	40 83	36 19	32 80	29 95	28 03	26 84	.....	23
24	41 00	36 37	33 04	30 25	28 39	27 22	.....	24
25	41 15	36 58	33 31	30 58	28 80	27 75	.....	25
26	41 31	36 80	33 59	30 93	29 23	.....	.....	26
27	41 49	37 03	33 89	31 40	29 68	.....	.....	27
28	41 68	37 28	34 23	31 72	30 18	.....	.....	28
29	41 89	37 56	34 58	32 17	30 70	.....	.....	29
30	42 12	37 85	34 97	32 65	31 28	.....	.....	30
31	42 36	38 18	35 39	33 17	.....	.....	.....	31
32	42 63	38 53	35 84	33 71	.....	.....	.....	32
33	42 93	38 92	36 34	34 31	.....	.....	.....	33
34	43 24	39 34	36 88	34 96	.....	.....	.....	34
35	43 60	39 80	37 46	35 66	.....	.....	.....	35
36	44 00	40 31	38 09	.....	.....	.....	.....	36
37	44 43	40 86	38 78	.....	.....	.....	.....	.....
678 38	44 90	41 46	39 54	.....	.....	.....	.....	38
39	45 43	42 13	40 35	.....	.....	.....	.....	39
40	46 00	42 86	41 24	.....	.....	.....	.....	40
41	46 63	43 67	.....	.....	.....	.....	.....	41
42	47 44	44 62	.....	.....	.....	.....	.....	42
43	48 21	45 55	.....	.....	.....	.....	.....	43
44	49 10	46 63	.....	.....	.....	.....	.....	44
45	50 07	47 80	.....	.....	.....	.....	.....	45
46	51 03	.....	.....	.....	.....	.....	.....	46
47	52 36	.....	.....	.....	.....	.....	.....	47
48	53 45	.....	.....	.....	.....	.....	.....	48
49	54 95	.....	.....	.....	.....	.....	.....	49
50	56 58	.....	.....	.....	.....	.....	.....	50

679 On this and the foregoing table, after two years, full-paid policies will be issued for as many twentieths or fifteenths of the whole policy as there have been complete annual premiums paid; provided request be made and the old policy surrendered within three months after lapse of the policy. If notes have been given, they must be paid in cash before full-paid policies will be issued.

Joint life-table.

ANNUAL PREMIUM FOR $1,000 ON TWO LIVES, PAYABLE TO THE SURVIVOR ON THE DEATH OF EITHER.

Youngest age.	Number of years' difference in ages.						Youngest age.
	0 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	
20	28 55	30 31	32 75	36 13	40 77	47 33	20
21	29 16	31 02	33 57	37 16	42 09	49 10	21
22	29 80	31 76	34 46	38 24	43 50	50 95	22
23	30 47	32 52	35 38	39 38	45 00	52 92	23
24	31 19	33 35	36 35	40 59	46 61	55 00	24
25	31 94	34 21	37 38	41 85	48 30	57 30	25
26	32 71	35 11	38 46	42 26	50 10	59 54	26
27	33 53	36 06	39 61	44 73	52 00	62 00	27
28	34 41	37 07	40 83	46 29	54 04	64 63	82
29	35 32	38 12	42 12	47 97	56 17	67 42	29
680 30	36 29	39 24	43 50	49 72	58 44	70 39	30
31	37 30	40 43	44 97	51 61	60 83	73 53	31
32	38 39	41 68	46 52	53 60	63 38	76 87	32
33	39 50	43 00	48 20	55 70	66 08	80 43	33
34	46 69	44 45	49 96	57 93	68 94	84 23	34
35	41 96	45 94	51 85	60 30	72 00	88 26	35
36	43 30	47 55	53 87	62 82	75 25	.....	36
37	44 73	49 26	56 00	65 49	78 69	.....	37
38	46 23	51 10	58 25	68 34	82 38	.....	38
39	47 85	53 07	60 67	71 36	86 32	.....	39
40	49 59	55 16	63 23	74 59	90 53	.....	40
41	51 45	57 41	65 96	78 03	.....	.....	41
42	53 53	59 79	68 89	81 72	.....	.....	42
43	55 58	62 34	72 00	85 65	.....	.....	43
44	57 87	65 06	75 33	89 87	.....	.....	44
45	60 33	67 96	78 88	94 40	.....	.....	45
46	62 94	71 05	82 66	.....	.....	.....	46
47	65 71	74 33	86 68	.....	.....	.....	47
48	68 66	77 82	90 98	.....	.....	.....	48
49	71 78	81 53	95 55	.....	.....	.....	49
50	75 11	85 49	100 45	.....	.....	.....	50
51	78 63	89 69	.....	.....	.....	.....	51
52	82 41	93 56	.....	.....	.....	.....	52
53	86 43	94 17	.....	.....	.....	.....	53
54	90 69	104 05	.....	.....	.....	.....	54
55	95 23	109 53	.....	.....	.....	.....	55
56	105 08	.....	.....	.....	.....	.....	56
57	105 23	.....	.....	.....	.....	.....	57
681 58	110 76	.....	.....	.....	.....	.....	58
59	116 68	.....	.....	.....	.....	.....	59
60	123 03	.....	.....	.....	.....	.....	60

Joint life-table.

ANNUAL PREMIUM FOR TEN YEARS FOR $1,000 ON TWO LIVES, PAYABLE TO SURVIVOR ON DEATH OF EITHER.

Youngest age.	Number of years' difference in ages.						Youngest age.
	0 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	
20	50 67	62 13	65 41	69 52	75 12	82 39	20
21	60 53	63 11	66 49	70 93	76 61	84 27	21
22	61 43	64 24	67 61	72 21	78 23	86 20	22
23	62 38	65 13	68 61	73 56	79 88	88 23	23
24	63 33	66 20	69 98	74 97	81 61	90 32	24
25	64 33	67 32	71 23	76 43	83 44	92 49	25
26	65 39	68 47	72 52	78 00	85 11	94 76	26
27	66 45	69 65	73 85	79 60	87 31	97 12	27
28	67 59	70 88	75 25	81 31	89 37	99 57	28
29	68 75	72 16	76 72	83 09	91 51	102 08	29
30	69 96	73 48	78 25	84 95	93 71	104 80	30
31	71 24	74 85	79 87	86 89	95 71	107 25	31
32	72 47	76 28	81 56	88 92	98 40	110 51	32
33	73 64	77 76	83 31	91 00	100 89	113 57	33
34	75 17	79 31	85 16	93 19	103 48	116 81	34
35	76 59	80 92	87 10	95 45	106 19	120 23	35
36	78 08	82 48	89 11	97 81	109 04	123 80	36
682 37	79 61	84 11	91 20	100 27	112 00	.....	37
38	81 23	86 27	93 40	102 84	115 15	.....	38
39	82 91	88 24	95 68	105 55	118 45	.....	39
40	84 71	90 33	98 08	108 37	122 00	.....	40
41	86 57	92 49	100 60	111 35	125 72	.....	41
42	88 57	94 77	103 04	114 49	.....	.....	42
43	90 68	97 20	106 00	117 81	.....	.....	43
44	92 93	99 73	108 96	121 37	.....	.....	44
45	95 28	102 47	112 05	124 87	.....	.....	45
46	97 76	105 17	115 28	129 13	.....	.....	46
47	100 34	108 08	118 67	.....	.....	.....	47
48	103 03	111 13	122 29	.....	.....	.....	48
49	105 84	114 32	126 09	.....	.....	.....	49
50	108 79	117 69	130 13	.....	.....	.....	50
51	111 61	120 21	134 43	.....	.....	.....	51
52	115 09	124 93	.....	.....	.....	.....	52
53	118 49	128 87	.....	.....	.....	.....	53
54	122 07	133 05	.....	.....	.....	.....	54
55	125 83	137 51	.....	.....	.....	.....	55
56	129 79	142 24	.....	.....	.....	.....	56
57	134 00	.....	.....	.....	.....	.....	57
58	138 48	.....	.....	.....	.....	.....	58
59	143 28	.....	.....	.....	.....	.....	59
60	148 56	.....	.....	.....	.....	.....	60

683 *Joint life endowment-table.*

ANNUAL PREMIUM FOR $1.00 ON TWO LIVES, PAYABLE AT DEATH OF THE FIRST OR IN—

Ages.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	30 yrs.	35 yrs.	40 yrs.
20 × 20	114 00	73 61	54 25	43 50	36 92	32 30	30 33
25 × 20	114 38	74 06	54 86	44 15	37 80	33 78	31 23
25	114 75	74 50	55 42	44 81	38 51	34 75	32 59
30 × 20	114 91	74 68	55 61	45 09	38 89	35 74	33 17
25	115 28	75 14	56 39	45 75	39 70	36 19	34 39
30	115 80	75 76	56 94	46 71	40 88	37 63	35 96
35 × 20	115 60	75 56	55 70	46 58	40 77	37 51	.....
25	115 91	75 97	56 17	48 31	42 24	38 41	.....
30	116 44	76 61	58 02	48 68	42 70	39 83	.....
35	117 10	77 45	59 19	49 61	44 50	41 94	.....
40 × 20	116 52	76 95	58 55	48 95	43 72	42 00	.....
25	116 78	77 39	59 21	49 65	44 37	.....	.....
30	117 36	77 98	59 89	51 52	46 16	.....	.....
35	118 08	78 86	61 04	52 00	47 38	.....	.....
40	119 03	80 23	62 90	54 32	50 19	.....	.....
45 × 20	118 44	79 48	61 45	53 00	48 97	.....	.....
25	118 78	79 94	62 37	53 75	.....	.....	.....
30	119 16	80 45	63 74	54 56	.....	.....	.....
35	119 79	81 48	65 65	56 75	.....	.....	.....
40	120 94	82 90	66 14	58 28	.....	.....	.....
45	122 42	83 26	69 38	62 19	.....	.....	.....
50 + 25	121 98	83 83	67 62	.....	.....	.....	.....
30	122 55	84 75	68 39	.....	.....	.....	.....
35	123 20	85 59	69 91	.....	.....	.....	.....
684 40	124 16	86 97	72 40	.....	.....	.....	.....
45	126 09	89 56	73 89	.....	.....	.....	.....
50	129 36	93 80	79 82	.....	.....	.....	.....
55 × 30	127 55	91 49	.....	.....	.....	.....	.....
35	128 22	92 13	.....	.....	.....	.....	.....
40	129 21	93 20	.....	.....	.....	.....	.....
45	131 30	97 14	.....	.....	.....	.....	.....
50	134 54	100 39	.....	.....	.....	.....	.....
55	139 56	107 82	.....	.....	.....	.....	.....
60 × 35	136 15	.....	.....	.....	.....	.....	.....
40	136 97	.....	.....	.....	.....	.....	.....
45	139 12	.....	.....	.....	.....	.....	.....
50	142 25	.....	.....	.....	.....	.....	.....
55	147 63	.....	.....	.....	.....	.....	.....
60	156 44	.....	.....	.....	.....	.....	.....

685 *Ordinary life plan without dividends.*

ANNUAL PREMIUM FOR $1.00, PAYABLE AT DEATH.

Age.	For life.	25 years.	20 years.	15 years.	10 years.	5 years.	Single paym'ts.
20	12 37	15 05	16 69	20 06	26 15	46 27	205 43
21	12 68	15 30	17 05	20 65	26 67	47 21	209 58
22	13 02	15 64	17 42	21 08	27 23	48 19	213 89
23	13 36	15 97	17 81	21 44	27 82	49 21	218 38
24	13 73	16 35	18 21	21 91	28 42	50 27	223 04
25	14 12	16 53	18 62	22 41	29 07	51 37	227 89
26	14 52	17 13	19 06	22 93	29 72	52 52	232 93
27	14 95	17 55	19 51	23 37	30 40	53 47	238 18
28	15 40	18 00	19 98	23 91	31 26	54 71	243 63
29	15 87	18 61	20 49	24 38	31 86	56 00	249 30
30	16 37	19 10	21 00	24 98	32 63	57 07	255 18
31	16 89	19 61	21 53	25 37	33 55	58 44	261 30
32	17 44	20 13	22 10	26 02	34 28	60 00	267 66
33	18 03	20 69	22 71	26 69	35 15	61 68	274 25
34	18 64	21 90	23 32	27 41	36 16	63 26	281 11
35	19 30	22 77	23 97	28 14	37 00	65 18	288 24
36	20 00	23 58	24 65	29 32	38 00	66 89	295 64
37	20 72	24 42	25 36	30 12	39 02	68 65	303 03
38	21 50	25 20	26 12	31 15	40 10	70 50	311 35
39	22 33	26 29	26 93	32 07	41 22	72 75	319 68
40	23 22	27 18	27 77	33 03	42 60	75 12	328 36
41	24 16	28 14	28 71	34 04	43 85	77 23	338 98
42	25 17	29 15	29 63	35 11	45 36	79 81	350 10
43	26 25	30 22	30 65	36 24	47 00	82 51	359 98
44	27 40	31 71	31 72	37 61	48 37	84 92	371 96
686 45	28 63	31 71	33 16	39 05	50 20	87 86	384 38
46	29 94	32 94	34 38	40 86	52 04	90 89	397 21
47	31 33	34 26	35 65	41 80	54 00	94 05	410 40
48	32 88	35 65	37 00	44 02	56 00	97 32	423 98
49	34 37	37 12	38 41	45 78	58 02	100 68	437 94
50	36 05	38 69	40 28	47 63	60 47	104 17	454 32
51	38 46	40 34	42 17	49 56	62 45	108 21	467 74
52	40 32	42 11	44 32	51 61	65 08	111 94	484 18
53	42 42	44 40	46 31	53 78	67 25	115 77	501 88
54	44 83	46 42	48 31	56 03	70 11	120 25	517 73
55	47 53	49 02	50 65	58 68	72 79	124 37	533 93
56	50 42	51 74	52 86	61 21	75 92	128 51	552 87
57	53 33	54 63	55 70	63 69	78 88	133 52	569 75
58	56 87	57 97	58 60	67 04	82 32	138 00	586 95
59	59 91	60 75	62 03	69 81	85 20	143 31	601 84
60	63 17	64 01	64 97	73 36	89 00	147 55	616 87

Life table with return of premiums.

ANNUAL PREMIUM FOR $1,000 WITH ALL PREMIUMS ADDED, PAYABLE AT DEATH.

Age.	Premium.	Age.	Premium.	Age.	Premium.	Age.	Premium.
20	18 58	30	25 54	40	40 04	50	75 19
21	19 08	31	26 51	41	42 55	51	80 77
22	19 63	32	27 63	42	45 19	52	86 86
23	20 23	33	28 96	43	48 00	53	93 51
24	20 87	34	30 22	44	50 68	54	100 81
687 25	21 56	35	31 52	45	53 61	55	108 93
26	22 28	36	32 96	46	57 09	56	117 88
27	23 06	37	34 50	47	61 16	57	127 81
28	23 85	38	36 14	48	65 05	58	138 59
29	24 70	39	38 20	49	69 89	59	149 87
						60	161 42

This table and the foregoing are inserted more as a comparison with the participating rates than with the expectation that persons will often desire insurance upon these rates, as the participating rates are so evidently to the advantage of the insured, if our past history is any criterion for the future. We accordingly expect that nearly all the policies will be issued on the participating plans.

If, however, persons insist upon these kinds of policies, they will be insured. These premiums are payable in cash, and annually only.

Persons choosing this table relinquish all dividends. After two years the policy may be converted into a full-paid policy for the amount
688 of premiums paid, provided the full-paid policy be approved and the old one surrendered within three months after the time to which the premium has been paid. But such partial policy will not be given after the three months have expired.

I. T. MARTIN,
State Agent, Davenport.

EXHIBIT B.—U. CLARENCE BLAKE, *Examiner.*

Picture of the Northwestern Mutual Life-Insurance Co.'s building.

C. W. COPELAND,
Special Agent for Iowa.

689 (Endorsed:) Received this of Angle, Monday, May 22, '71. E. Hinkley. Exhibit A. U. Clarence Blake, examiner.

EXHIBIT C.—U. CLARENCE BLAKE, *Examiner.*

C. W. COPELAND,
Attorney & Special Agt. Northwestern Mut'l Life-Insurance Company.

690 EXHIBIT D.—U. CLARENCE BLAKE, *Examiner.*

To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, residents of Cedar Rapids, State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property as follows:

Description of property.

Lot No. (1) one, in fraction block No. (12) twelve, 60 by 140 ft., with buildings thereon.

Cash value of the real estate without buildings.....	$1,000 00
Cash value of buildings	$1,600 00
Total	$2,600 00

We also state that the property is so situated with reference to the best position for business or residence in the it will not * be likely to depreciate in value in the future.

691 We, too, are well acquainted with the credit, reliability, and business promptness of John G. Krebs, residing in Cedar Rapids, proposing to get a loan on the above property, and state that †his credit is ‡good, and believe that § he will pay the interest || promptly, and that

* Insert will or will not. † His or their. ‡ Insert good, fair, or poor, as may be true. § He or they. || Insert promptly, leisurely, or slowly, as may be most probable. ¶ Insert, desirable, tolerable, or poor.

the loan is a ¶ desirable one for the company to make, and that it would be so regarded by the people generally.

March 10th, 1871.

W. W. SMITH.
JAS. L. BEVER.
W. W. WALKER.

N. B.—As this statement, if desired, will be held strictly confidential, it would be well for the signers to mail it direct to the company.

692 EXHIBIT E.—U. CLARENCE BLAKE, *Examiner.*

To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: I desire to obtain from your company a loan of $1,000.00 for five years from April 1st, 1871, upon bond and mortgage of the following-described property situated in Cedar Rapids, in the county of Linn and State of Iowa, viz:* Lot No. one (1) in fractional block No. twelve, (12,) 60 by 140 feet. with buildings thereon, viz: Frame house, two stories, 20 by 24 ft., with wing 12 by 16 ft., built 1870.

Well & cistern on lot with schrub'ery and outhouses.

Buildings.

Cash value of the real estate without buildings	$1,000 00
Cash value of buildings	$1,600 00
Total	$2,600 00

693 The buildings are insured for $1,000.00.

My life is insured in your company for $2,000.00, paid up.

My wife's name is Emma J. Krebs.

March 11th, 1871.

(Signed) Name in full. JOHN G. KREBS.

Post-office address, Cedar Rapids, Linn County, Iowa.

(Endorsed:)

(Leave these lines blank.)

Application for loan from the Northwestern Mutual Life-Insurance Company.

Amount	$
Time	years.
Property	
Referees' valuation of land	$
Referees' valuation of buildings	$

* Insert a full and complete description of the premises so as to identify them with certainty. Describe by metes and bounds if necessary to do so. If property is described by lot and block, state size in feet; in other cases the number of acres. Describe the building, their size, and whether of stone, brick, or wood.

Total.....
Insurance on buildings.....$
Applicant's life-insurance in this company.....$
Voted..... 18
Declined..... 18

694 EXHIBIT F.—U. CLARENCE BLAKE, *Examiner.*

J. H. VAN DYKE, *Pres.* AUG. GAYLORD, *Secretary.*
HEBER SMITH, *Vice Pres.* C. D. NASH, *Treasurer.*

[Agency of the Northwestern Mutual Life-Insurance Co, home office, Milwaukee, Wis. I. T. Martin, State agent for Iowa & Nebraska.]

DAVENPORT, IOWA, *April 24th*, 1871.

JOHN G. KRIBS, Esq., *Cedar Rapid':*

DEAR SIR: Your application for loan is before me and carefully considered. I perceive you hold a $2,000 paid-up pol. in the co., and on this acct. I would like much to have you accommodated, and yet I know a faithful discharge of duty on the part of the ex. committee will result in declining the app. The committee has a large margin for selecting securities, and of course will select the best offered. It is the duty of committee to do so. First-class farms and business property worth from three to five or six times the amount of loans wanted are offered more than sufficient to cover every dollar of loanable funds of co.,
695 and while that is so, residence property don't stand much chance, and none at all, unless security of real estate is worth at least two or three times the amount of loan.

In the light of these facts, I am in the line of duty to decline the app.

Very respectfully,

I. T. MARTIN.

EXHIBIT G.—U. CLARENCE BLAKE, *Examiner.*

[Northwestern Mutual Life-Insurance Co., 401, 403, 405, 407, and 409 Broadway, corner Wisconsin street.]

MILWAUKEE, *May 23d*, 1871.

JOHN G. KREBS, Esq., *Cedar Rapids, Iowa:*

DEAR SIR: Your application for a loan from this company of $1,000 is accepted by the executive committee for that amount with an assignment of your policy, to be paid you at an early day, provided your securities are perfected, and the title proves satisfactory. No. 1864 in this co. as collateral.

Please inform us immediately whether we shall place this on our list of engagements.

To perfect the matter, we require, and you had better send at
696 once, an abstract of the title, beginning with the entry from Government, and continue to present time, also certificates of the proper officers that there are no judgments, taxes, mechanics' liens, or other incumbrance on the property.

When the abstract and certificates aforesaid are received, the company's attorney will examine them, and, if found correct, will draw the bond and mortgage, which will be forwarded to you for execution.

All necessary expenses in the matter, except recording the mortgage, must be paid by you.

Interest will be charged from the day the money is paid at, or forwarded from, this office.

Yours, truly,

J. H. VAN DYKE,
President.

(Thro' I. T. MARTIN, Esq.,
Davenport, Iowa, State Agent.)

697 EXHIBIT H.

J. H. VAN DYKE, *President.* AUG. GAYLORD. *Secretary.*
HEBER SMITH, *Vice-President.* C. D. NASH, *Treasurer.*

[Agency of the Northwestern Mutual Life-Insurance Co., home office, Milwaukee, Wis. I. T. Martin, State agent.]

DAVENPORT, IOWA, *May 25th*, 1871.

J. JOHN G. KREBS, Esq., *Cedar Rapids:*

DEAR SIR: The inclosed cir. letter from the president of the co. will inform you of the acceptance of your app. for loan, provided you add your policy, 1664, as collatteral. Let me know if you do so, soon as possible, and, if so, forward abstract of title and other papers soon as practicable.

Yours, truly,

I. T. MARTIN.

Exhibit H. U. Clarence Blake, examiner.

698 EXHIBIT I, (I.)—U. CLARENCE BLAKE, *Examiner.*

J. H. VAN DYKE, *President.* AUG. GAYLORD. *Secretary.*
HEBER SMITH, *Vice-President.* C. D. NASH, *Treas.*

[Agency of the Northwestern Life-Insurance Company, home office, Milwaukee, Wis. I. T. Martin, State agent, Iowa & Nebraska, Davenport, Iowa]

DAVENPORT, IOWA, *June* 21, 1871.

JOHN G. KREBS, *Cedar Rapids:*

DEAR SIR: I hand you herewith bond and mortgage for execution to the N. W. Mut. Life-Ins. Co. Please note the following:

1st. Evidence should be furnished by affidavit that the following-named parties were unmarried at the date of their respective conveyances, or that their wives joined therewith, viz: A. H. Rock to Elizabeth Rock, 1852; J. A. Love, Feb. 11, 1854, & John Carr, June 19, 1857.

2d. The atty. is unable to determine in what part of block 12 lot 1 falls, according to the abstract. J. A. Love still owns an undevided half of the N. E. ¼ of said block; if lot 1 fall in said N. E. ¼ of said block,
699 then evidence must be furnished how A. H. Rock, who afterwards conveyed the whole N. E. ¼, acquired Love's interest. But if lot 1 falls wholly in the S. W. ¼ of block, the above evidence will not be required. Something to show this is desired. Can you furnish platt of Cedar Rapids, or so much thereof as includes block 12, giving dimentions?

3d. Also find assignment of life-pol. 1664, with which, properly executed, send said policy.

4th. Fire pol. in good (leading co.) company for at least one thousand dollars; loss made payable to the company, and policy to be filed with returned papers at co.'s office is required.

Please see that these requirements are fully met. You can send them to me here or hand them to me on Tuesday next, when I now expect to be in the Rapids.

Respectfully,

I. T. MARTIN.

Exhibit I. U. Clarence Blake, examiner.

700 EXHIBIT J.—U. CLARENCE BLAKE, *Examiner*.

[Agency of the Northwestern Mutual Life-Insurance Co., home office, Milwaukee, Wis. I. T. Martin, State agent for Iowa & Nebraska.]

DAVENPORT, IOWA, *July 6th*, 1871.

J. G. KREBS, Esq.:

DEAR SIR: I expect to be from home next week, and want your securities before I go. Can't you send them for'd at once?

Respectfully,

I. T. MARTIN.

701 EXHIBIT K.—U. CLARENCE BLAKE, *Examiner*.

[J. H. Van Dyke, pres.; Heber Smith, vice-pres.; A. W. Kellogg, secretary; C. D. Nash, treasr. Agency of the Northwestern Mutual Life-Insurance Co. of Milwaukee, Wis. J. S. Dean, district ag't.]

MADISON, WIS., *Mch. 3d*, 1871.

JOHN G. KREBS, *Cedar Rapids, Iowa:*

DR. SIR: Yours of 28th, with reference to loan, from the company, is at hand. I enclose the necessary papers for making out an application, with circular containing all the information I am possessed of. The applic., when made, will be acted upon by the executive committee of the co., who will grant or refuse upon its merits alone.

I would be glad to aid you if it were possible; but in this case, do not see how I can be of any further assistance. The company are loaning money all the time; but have 10 applicants to every one they can accommodate. Therefore they have their pick in the security offered, & of course choose to loan on the highest, never loaning unless the
702 cash value of the mortgaged premises it at least 3 times the amount loaned, & oftener granting only $\frac{1}{4}$ or even $\frac{1}{5}$ of the value. These are not granted as personal favors to any one, so far as I know; and even if they were, as your property is over there, where I have never seen it and cannot possibly know anything of its value, I could not, of course, be expected to say anything about the desirableness of the loan.

The fact of your being an old policy-holder, and having a policy so nearly paid up, will operate to your advantage if made known to the company, at the time of sending in your papers. Get only good, reliable, and prominent men to sign the statement of value of property for you. Be sure both papers are properly filled up, and then forward them in the envelope enclosed, and may success attend you.

Yours, truly,

JOHN S. DEAN.

703 EXHIBIT L.

[Office of the Northwestern Mutual Life-Insurance Co. Correspondence upon business connected with the office should be placed in envelopes directed to the company. All drafts should be drawn to the company.]

MILWAUKEE, *July* 5, 1871.

JOHN G. KREBS, esq., *Cedar Rapids, Ia.:*

DR. SIR: Our attys. require further evidence in the matter of your title before they can give the certificate which company's charter requires before we pay any loan.

We enclose abstract of title and also the m't'g.

See atty.'s letter herewithin.

Yours, truly,

W. H. FARNHAM,
Ast. C'sh'r.

Exhibit L. U. Clarence Blake, examiner.

704 EXHIBIT M.—U. CLARENCE BLAKE, *Examiner.*

OFFICE OF THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
Milwaukee, June 12, 1871.

JOHN G. KREBS, esq., *Cedar Rapids, Ia.:*

DR. SIR: Your favor enclosing abstract of title and life-ins. pol. is received.

Bond and m't'g' will be forwarded for execution soon as attys. examine the abstract.

Our rules require that the abstract shall be left with the company until the loan shall be paid, at which time it will be returned you with the other papers.

Yours, resp'y,

W. H. FARNHAM,
Ast. Cash'r.

705 EXHIBIT N.—U. CLARENCE BLAKE, *Examiner.*

OFFICE OF THE NORTH'ERN MUTUAL LIFE-INSURANCE CO.,
Milwaukee, May 31*st*, 1871.

JOHN G. KREBS, esq., *Cedar Rapids, Ia.:*

DEAR SIR: Yours of 29th inst. at hand.

The fact that the property is deeded to your wife will make no difference, and there is no occasion to transfer it for the purposes of securing the loan voted to you. Yourself and wife will both be required to join in a mortgage which will be given to secure your bond for the indebtedness. This will convey to us the whole interest in the premises, just as much as if it was in your name.

Resp'y,

W. H. FARNHAM,
Ast. Cash'r.

Exhibit N.

706 EXHIBIT O.

EXHIBIT O.—U. CLARENCE BLAKE, *Examiner.*

NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
416 MAIN STREET, *Milwaukee, Wis.*, 18 .

Circular containing information in regard to loans made by this co.

The charter requires that the security offered be unincumbered real

estate worth twice the amount of the loan. And the by-laws provide that "no loan shall be made on security of country real estate, except on improved farms. and then not beyond half the value of the property exclusive of the buildings." All the loans are mad' by the executive committee, and until they have taken action no definite reply can be given to an applicant.

At each meeting of the executive committee all applications on file that are in form are laid before them, and they select therefrom such as they regard most desirable, to the amount of money to be loaned. As there are generally applications for a much greater amount than
707 can be loaned, many applications must of necessity be declined.

Applications, to be in form, should state the amount of money desired and the time for which it is wanted, with a particular description of the property offered for security, stating its size, its location, the value of the real estate, the character and value of the buildings, the amount of insurance on buildings, if any, and if the property is out of this city these values should be certified to by two or three prominent citizens of the vicinity.

(Persons known to the committee would be preferred when practicable.)

Notice of the action of the committee will be sent to applicants immediately thereafter. But inasmuch as the committee, in selecting applications, to the extent of their ability to loan, are influenced by reasons which they deem for the best interests of the company, and all communications respecting the values of property offered for security should be held strictly confidential, it is obvious that the reasons for declining any particular application cannot be required of the company. After
708 the loan has been voted by the committee, a full abstract of title, beginning with the entry from the Government and continued up to date, must be furnished. (In places where no recognized and reliable abstracts of title are kept, these must be made and certified to by the register of deeds.) Certificates of the proper officers that there are no judgments, taxes, mechanic's liens, or other incumbrances upon the property must accompany the abstract.

The abstract, &c etc., need not be furnished until after receiving notice that the loan has been voted, as the committee votes the loans with the distinct proviso that the title shall be certified by the company's attorney to be good in the *in the* mortgagor, free from incumbrances. Upon receipt of the abstract and certificates aforesaid, the company's attorney will examine them, and, if the title is found to be good, will make out the bond and mortgage to be forwarded for execution. His charges for examining title and making out papers must be paid by the borrower.

When there are buildings upon the mortgaged property, fire-
709 insurance policies are required as collateral security. Duplicate renewal receipts of such policies and duplicate tax-receipts must be annually sent to the company.

The interest upon loans is payable semi-annually on the 1st of May and November of each year, and must be promptly paid, or, by the terms of the mortgage, the whole amount of the principal and interest becomes due and liable to immediate foreclosure.

S. S. DAGGETT, *President.*
A. W. KELLOGG, *Secretary.*

Exhibit O.

710 EXHIBIT Q.—U. CLARENCE BLAKE, *Examiner.*

[J. H. Van Dyke, president; Heber Smith, vice-president; Aug. Gaylord, secretary: A. T. Martin, State agent, Davenport Iowa. Northwestern Mutual Life-Insurance Co. Home office, Broadway, cor. Wis. st., Milwaukee, Wis. C. W. Copeland, special agt. for Iowa and Nebraska]

CEDAR RAPIDS, *Mar.* 23, 1871.

Hon. H. G. ANGLE:

DEAR SIR: Not hearing from you since your call at my house some days since, I thought I would drop you a line to suggest that the sooner those abstracts "go in," the sooner the money comes, etc.

If they come to hand, please drop them in the post-office to my address, so that I can send on the necessary papers and so bring the matter up.

Very truly,

C. W. COPELAND,
Cedar Rapids, Iowa.

711 EXHIBIT R.—U. CLARENCE BLAKE, *Examiner.*

Northwestern
Mutual Life-Insurance Co.,
Milwaukee, Wisconsin.
C. W. COPELAND, *Special Agent*
for Iowa & Nebraska,
Cedar Rapids, Iowa.
P. M.: Please return if not called for in ten days.

Cedar Rapids,
Mar.
23,
Io'a.

Hon. H. G. ANGLE,
City.

712 EXHIBIT S.—U. CLARENCE BLAKE, *Examiner.*

Cedar Rapids, May 12th, 1871.

Northwestern Mutual Life-Insurance Co. has received of Horatio G. Angle, by the hand of C. W. Copeland, agent, for record and transmission, a bond and mortgage in the sum of ten thousand dollars, on the following property, to wit: Lots 8, 9, 10, in block 23, and lot 2, in block 24, and lot 6 and 40 ft. of lot 7, in block 16, city of Cedar Rapids. On payment of the above sum to the person authorized to receive it, this receipt shall be retained to the company.

Northwestern Mutual Life-Insurance Co.,
By C. W. COPELAND, *Agent.*

Iowa agency.

713 EXHIBIT T.—U. CLARENCE BLAKE, *Examiner.*

J. H. VAN DYKE, *Prest.* AUG. GAYLORD, *Secy.* C. D. NASH, *Treas.*

NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY, IOWA AGENCY.

Date, .
Amount, .

[Stamp.] 1871.

To whom payable. To
Pay to

$\frac{}{100}$ dollars.

On account of
Agent . In drafts to the order of

714 EXHIBIT U.—U. CLARENCE BLAKE, *Examiner.*

CEDAR RAPIDS, IOWA, 187 .

Mr. C. W. Copeland, in acct. with Ayers and Bros., commercial and railway steam printers and binders, and publishers of the Cedar Rapid' Times, No. 24 Iowa avenue. Terms cash.

1871.

Mch. 14.	To ½ ream note N. W. M. Ins. Co		4 50
" 15.	" 100 orders, bound		4 00
" "	" 100 receipts, bond paper, bd		4 25
" "	" 500 envelopes		3 00
			$15 75
June 29.	By cash of I. T. Martin		$15 75

715 EXHIBIT V.

To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, residents of Cedar Rapids, State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property as follows:

Description of property.—Lots 8, 9, 10, in block 33, in city of Cedar Rapids, Iowa, (each lot is 60+140 feet,) with brick villa & out-buildings, as barn, etc., thereon.

Cash value of real estate without buildings	$8,000
Cash value of buildings	$20,000
Total	$28,000

We also state that the property is so situated with reference to the best position for business or residence in the place; that it will not be (insert "will" or "will not")
likely to depreciate in value in the future.
(but appreciate)
We, too, are well acquainted with the credit, reliability, and
716, 717 business promptness of Hon. H. G. Angle, residing in Cedar Rapids, preposing to get a loan on the above property, and state that his credit is good as the best, and believe that

(his or their) (insert "good," "fair," or "poor," as may be true)
he will pay the interest promptly , and that the loan
(he or they) (insert "promptly," "leisurely," or "slowly," as may be most probable)
is a desirable one for the company to make, and that it would
(insert "desirable," "tolerable," or "poor,")
be so regarded by the people generally.

Cedar Rapids, Jan. 2d, 1871.

W. W. SMITH, *Merchant.*
S. C. BEVER,
Pt. City Nal. Bk., C. R.
U. B. BROWN, *Capitalist.*
C. W. COPELAND.

I concur in the above, except as to the value placed on the property; (it is worth $26,000. 00.)

W. W. WALKER,
Prest. 1st Nat. Bk.

N. B.—As this statement, if desired, will be held strictly confident'ly, it would be well for the signers to mail it direct to the company.

718 EXHIBIT W.—U. CLARENCE BLAKE, *Examiner.*

SALLIE: Open all letters of mine & said dft., as directed, if you can, & telegraph, also, as directed. If I don't get telegram, I shall be home Saturday p. m.

GATES.

719 EXHIBIT X.—U. CLARENCE BLAKE, *Examiner.*

CEDAR RAPIDS, *May 17th*, 1871.

C. W. COPELAND, esq., *Present:*

DR. SIR: It is now 9 o'clock p. m., and I hear nothing from the dfts. of the N. W. Life-Ins. Co. I had intended to be absent until 1st June, but have a note due in Chicago 23 inst., at 3rd Ntl. Bk. Now, if the dfts. come to hand so that they may be mailed to go sure Friday morning to Burlington, send them to me, care of the Barrett House, and telegraph me at Ottumwa, care of Ballengall House, to that effect. If they only come in time to send them on Saturday morning, send them as above to Barrett House, and telegraph me by ½ past 7 a. m., and I will wait for them at Burlington. But if I do not hear they are on the way, I shall leave Burl. at 8.20 a. m. for home.

Find receipt herewith.

H. G. ANGLE.

720 *Envelope enclosing Exhibit X.*

Angle to Copeland about dfts.

U. CLARENCE BLAKE,
Examiner.

C. W. COPELAND, Esq.,
Present.

721 EXHIBIT 1, (1.)

OFFICE OF THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
Milwaukee, May 16, 1871.

Messrs. LOTHIAN & MITCHELL,
Marion, Linn Co., Iowa:

GENTS: Please continue and recertify the enclosed abstract of title made by you (Mar. 25, 1871, for Hon. H. G. Angle) up to and including the recording of the m'tg. of H. G. Angle & wife to this co., of date May 1, 1871, and recorded on the 13th inst.

Return it to us by early mail, and note your charges for the same. We will at once remit.

Yours, truly,

W. H. FARNHAM, *Asst. C'sh'r.*

Sent abst. by mail. Brought up to and including filing of mort'g., 5, 25, 71, for $3.00.

722 EXHIBIT 2, (2.)

OFFICE OF THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
Milwaukee, May 19, 1871.

Messrs. LOTHIAN & MITCHELL,
Marion, Iowa:

GENTS: Your favor of 18th inst. at hand. The mortgage of Hon. H. G. Angle, of Cedar Rapids, Ia., is now in our pos'session, and was brought to us by our agent, Mr. Copeland, of Cedar Rapids. On the back of the m'tg. is the following certificate:

STATE OF IOWA,
County of Linn, ss:

Received for record on the thirteenth day of May, A. D. 1871, at 12 o'clock m., and recorded in vol. G of mortgages, on pages 128–9.

(Signed) F. I. DANIELS, *Register.*

We cannot determine from this certificate whether the volume of mortgages mentioned is C or G, the characters being in the original just as represented in the above copy. If, after receiving this letter and making further search, with the aid of the clue furnished by
723 above certificate, you fail to find the mortgage of record, please notify us at once. If you find it all right, and we think it must be, please continue & return the abstract as requested in our former letter.

Yours, truly,

W. H. FARNHAM, *Asst. C'shr.*

EXHIBIT 3.—U. CLARENCE BLAKE, *Examiner.*

OFFICE OF THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
Milwaukee, May 24th, 1871—2 *p. m.*

Messrs. LOTHIAN and MITCHELL,
Marion, Iowa:

GENTS: Your favor of 22nd inst. at hand, just received. We would send you the mortgage at once as requested, but fearing from your last *last* letter, upon thinking the matter over, that something might be wrong

we forwarded the m'tg. by this morning's mail to the recorder of deeds for Linn Co., to be at once filed for record, if not already appearing on the records. Hence you will find the m'tg. at the register's office, and can now follow the instructions contained in our first letter. Please do so at once and oblige,

Yours, truly,

W. H. FARNHAM, *Asst. C'sh'r.*

724 EXHIBIT 4.—U. CLARENCE BLAKE, *Examiner.*

[Chartered in 1857. Charter perpetual. Office of the Northwestern Mutual Life-Insurance Co. J. H. Van Dyke, prest., Heber Smith v. pres., Aug. Gaylord, secy., C. D. Nash, treas.]

MILWAUKEE, WIS., *May* 31*st*, 1871.

Messrs. LOTHIAN & MITCHELL,
Marion Iowa:

GENTS: Your favor of 25th inst., enclosing the recertified abstract of title of H. G. Angle's premises, came duly to hand. As you say, there has been fraud, of the nature of which we have now full information.

Yours of 26th inst. is also received and contents carefully noted. Accept our thanks for your suggestions in the premises, yet we would say that our mode of procedure on settling up our loans is hedged in by all necessary safeg'ards and precautions. Our rule and course is not to pay any loan until we have placed our m'tg. on record, (usually sending it by mail ourselves direct to the recorder,) and the abstract continued by the maker up to and including the filing of our mort-
725 gage. Very rarely do we permit any variations from this rule. We have probably not departed from it five times during the year. Two of these exceptions were Cedar Rapids cases, to wit, Mr. Angle's, and that of Mr. W. B. Brown. To this last we wish to call your attention, confidentially, and ask for information. We enclose Mr. Brown's m'tg. to us herewith. It was brought to us in Oct. last, purporting to be recorded as you see. We did not in this case send your abstract to be continued, because your certificate accompanied said m'tg., showing that no changes had occurred in the title since date of abstract. We now send the abstract herewith for you to continue up to and including the recording of your m'tg., for the experience in the other instances has already turned our attention to this. If the m'tg. should not be on record, please file it for us at once. Telegraph briefly on receipt of this to indicate how you find the matter. Mention no names.

With return of m'tg. and abstract state your charges and we will remit at once.

Yours, resp'y,

W. H. FARNHAM, *Ast. Cash'r.*

726 EXHIBIT 5.

OFFICE OF THE NORTHWESTERN MUTUAL
LIFE-INSURANCE CO.,
Milwaukee, June 5th, 1871.

Messrs. LOTHIAN & MITCHELL,
Marion, Iowa:

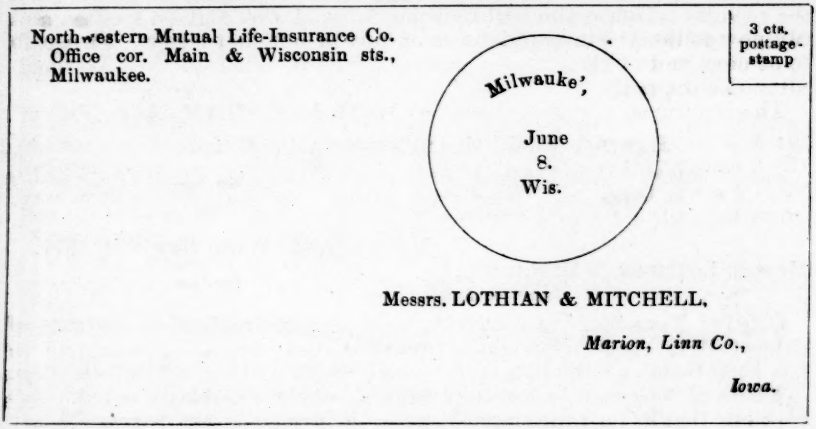
GENTS: Your favor of 3d inst. is received, with continued abstract of Mr. N. B. Brown's.

We enclose $7.00, as charged by you.

Resp'y,

W. H. FARNHAM,
Asst. Cash'r.

727 EXHIBIT 5.—BLAKE, *Examiner.*



728 EXHIBIT 6.—U. CLARENCE BLAKE, *Examiner.*

OFFICE OF THE NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY,
Milwaukee, April 8th, 1870.

The Northwestern Mutual Life-Insurance Co., on the 17th day of March, 1870, adopted for their premium-reserves (or the amount necessary to seperate and keep invested to pay their policies whenever they may become claims) the legal stan'ard in the State of Massachusetts, viz, the "combined experience" or "actuaries," rate of mortality, at four (4) per cent. interest.

This is the highest stan'ard of reserve known to any American company, and places the company upon an impregnable basis of solidity and security.

A lower reserve, that is, assuming a higher rate of interest for reserves, gives temporarily a larger apparent surplus for dividend, but such dividends are at the expense of security and safety, which must invariably depend upon the amount and sufficiency of the reserve.

729 It is to be borne in mind that the rule of reserve, whether high or low, makes no difference in the cost of insurance, and that the Northwestern being a purely mutual company, having no stockholders to absorb its surplus, its business, conducted upon the higher reserve, will eventually pay the larger dividend to the policy-holder. The accompanying table, computed by a well-known actuary of another company, though assuming different rates of interest, will, however, sufficiently illustrate the principle.

The laws of the State of New York require but a four and a half per cent. reserve. We append articles from the March number of the New York Insurance Times, foreshadowing that nothing short of the high reserve, already adopted by this company, will satisfy, or is entitled to secure, the confidence of the public and the leading insurance journals of the country.

The Insurance Times, on page 165, says:

"FOUR PER CENT.—If this was the standard for valuation in this

State, and if the valuations were made annually, as required by
730 law, we should hear less of companies offering sixty and seventy-five per cent. brokerage for new business. Mr. Super'tendent Miller should move in this matter at once. Eight new companies expended more than fifty per cent of their premiums last year for commissions, & etc."

The Insurance Times, on page 166, says:

"FOUR PER CENT.—One life-insurance company in this city voluntarily withdrew from Massachusetts and every other State, in crushing all speculations in life-insurance.

"Adopt a four per cent. stan'ard.

"Mr. Miller should direct the officers of any company which cannot show assetts equal to a four per cent. valuation, to discontinue the payment of dividends in coin to its stockholders until the assetts reach the four per cent. stan'ard."

The Insurance Times, on 168 page, says:

"FOUR PER CENT.—Speculators are itching for a chance to start new life companies, and make a profit out of the forethought and solicitude of insurers who wish to provide for the future welfare of those now dependent upon them. The laws of this State already require
731 valuation of life-policies to be made on the supposition that interest will never be less than four and a half per cent. Let our legislature reduce this limit to four pr. cent. and put it out of the power of speculators to defraud the public."

The Insurance Times, on page 181, says:

"FOUR PER CENT.—The law of this State requires the super'tendent of the insurance department to value all policies reported to him at least once in every five years. The 'decenniad' of Barnes passed peacefully away without any sign of compliance with this provision. Let our new super'tendent see to it that every company is thoroughly tested in this particular this year. But let him obtain authority to use four per cent. values. Good companies will not object. Weak companies will then understand what they must do. Seventy-five per cent. brokerage means disappointment and ruin."

The purpose and object of the Northwestern in adopting the higher reserve is to furnish the assured the very highest security known to insurance experience, for the payment of the policies, and in so doing confidently believe they have not only promoted the best
732 interests of their present members, but that those desiring life-insurance will seek a company which is strong and worthy of confidence.

J. H. VAN DKYE,
President.
HEBER SMITH,
Vice-President.
AUG. GAYLORD,
Asst. Secretary.

Example by Wm. E. Harvey, esq., actuary of the St. Louis Mutual Life-Insurance Company, showing the difference in dividends on a 10 *prem. life-policy for* $5,000 *issued at age* 28, *premium* $225.60 ; *realizing in one case* 7 *per cent. interest on investments, and reserving according to N. Y. standard of mortality and interest, (American table* 4½ *per cent.,) and, in the other case realizing* 8½ *per cent. on investment, reserving according to Massachusetts standard of mortality and interest, (actuaries' table* 4 *per cent.,) expenses same in both cases, viz,* 16⅔ *per cent. of premium paid, and mortality* 80 *per cent. of actuaries' rate.*

733

Year of policy.	Probability of dying in one year. Actuaries' mortality.	Interest realized at seven per cent; reserves, N.Y. standard. (American mortality, 4½ per cent. interest.)			Interest realized 8½ per cent. ; reserves, Mass. standard. (Actuaries' mortality, 4 per cent. int.			Year of policy.
		Reserves.	Actual cost of 1 - s'ng. Amt. at risk.	Dividend.	Reserves.	Actual cost of in- s'ng. Amt. at risk.	Dividend.	
1	.0081390	$124 60	$31 74	$44 82	$148 21	$31 59	$23 87	1
2	.0082747	255 52	31 41	47 55	303 95	31 09	30 19	2
3	.0084249	391 10	31 05	50 42	464 56	30 57	36 73	3
4	.0085783	537 71	30 62	53 45	633 37	29 97	43 60	4
5	.0087468	689 70	30 16	56 65	807 74	29 32	50 76	5
6	.0089191	849 45	29 62	60 07	994 10	28 58	58 21	6
7	.0090954	1, 017 41	28 98	63 68	1, 186 87	27 75	65 99	7
8	.0092879	1, 194 04	28 28	67 47	1, 388 50	26 83	74 11	8
9	.0094849	1, 379 77	27 47	71 54	1, 599 48	25 60	82 59	9
10	.0096868	1, 515 14	26 54	75 83	1, 820 34	24 65	91 45	10
11	.0099062	1, 614 16	26 83	44 41	1, 862 08	24 86	85 10	11
12	.0101311	1, 654 73	27 11	45 31	1, 905 92	25 08	86 96	12
13	.0103620	1, 696 84	27 38	46 34	1, 949 81	25 29	88 88	13
14	.0106115	1, 740 51	27 67	47 38	1, 995 92	25 50	90 87	14
15	.0108944	1, 785 95	28 01	48 45	2, 043 55	25 77	92 93	15
16	.0112507	1, 883 01	28 50	49 46	2, 092 58	26 16	95 11	16
17	.0116974	1, 881 73	29 18	50 54	2, 142 86	26 74	97 36	17
18	.0122120	1. 932 16	29 97	51 32	2, 194 31	27 41	99 71	18
19	.0128390	1. 984 24	30 98	52 19	2, 246 73	28 28	102 16	19
20	.0135157	2, 037 99	32 03	53 12	2, 300 11	29 19	104 66	20
21	.0142596	2, 093 34	33 16	54 15	2, 354 39	30 18	107 22	21
22	.015609	2, 150 19	34 34	55 35	2, 409 55	31 21	109 83	22
23	.0159385	2, 208 47	35 60	56 63	2, 465 54	32 28	112 53	23
24	.0168984	2, 268 13	36 93	58 00	2, 522 29	33 50	115 22	24
25	.0179472	2, 329 10	38 35	59 45	2, 579 75	34 74	117 99	25
26	.0190927	2, 391 30	39 84	61 00	2, 637 83	36 08	120 87	26
27	.0203133	2, 454 63	41 36	62 70	2, 696 56	37 43	123 67	27
28	.0216641	2, 519 01	43 00	64 44	2, 755 80	38 89	126 58	28
29	.0231262	2, 584 33	44 69	66 32	2, 815 51	40 42	129 52	29
30	.0246793	2, 650 50	46 39	68 34	2, 875 41	41 94	132 49	30
		Total...	.....	$1, 686 25	Total....	.....	$2, 697 10	

734 In the above table it will be noticed that at the first year the reserve, according to the New York standard, is $124.60, and according to the Mass. (our) standard is $148.21; the difference, $23,61, would be the difference in the contribution to surplus provided the actual interest received upon investment and actual cost of insurance were the same; but as the company in maintaining the higher reserve has a less amount at risk, the cost of insurance is less in this case $0.15 the first year; the difference in interest realized is $251, making a real difference in favor of the insured of $2.66, though there is an apparent difference in dividend in favor of the insured of $20.89 by the American 4½ per cent. reserves.

At the end of the seventh year the apparent and real difference is in favor of the higher reserves, and after the tenth year, as there is no more loading or margins from which to realize a surplus, the dividend arises entirely from surplus interest and saving in mortality.

Assuming the same ratio of expenses and mortality in thirty years,

735 (which is less than the ordinary expectation of life from age twenty-eight,) the advantage to the policy-holder is in the company reserving according to our standard, (4 per cent.,) and realizing our experience in interest on investments over a company realizing but 7 per cent. interest, reserving on the lower standard expenses and mortality the same in both cases, and would amount to more than $1,000.

735 EXHIBIT 6.

I. T. MARTIN,
General Agent, Davenport, Iowa.

H. G. A.

736 EXHIBIT 7—U. CLARENCE BLAKE, *Examiner.*

Northwestern Mutual Life-Insurance Co. General office, No. 416 Main street, Milwaukee, Wis. H. G. A. Seifert & Lawton, litho. power-press, Milwaukee.

THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.

OFFICERS—John H. Van Dyke, president, Heber Smith, vice president, A. W. Kellogg, secretary, Aug. Gaylord, asst. secretary, Edward Ilsley, actuary, Lewis McKnight, M. D., medical examiner, E. B. Walcott, M. D., consulting physician.

EXECUTIVE COMMITTEE—John H. Van Dyke, David Ferguson, Heber Smith, Chas. F. Ilsley, J. A. Dutcher.

[Milwaukee Sentinel print.]

BOARD OF TRUSTEES.

John H. Van Dyke, Emmons & Van Dyke, attys.,	Mil.
Heber Smith, vice-president,	"
John Plankinton, Plankinton & Armour, packers,	"
737 Chas. F. Ilsley, Marshall & Ilsley, bankers,	"
David Ferguson, cashier W. M. & F. I. Co. bank,	"
Chas. D. Nash, prest. National Exch. Bank,	"
Henry L. Palmer, Palmer, Hooker & Pilkin, attys.,	"
George B. Minor, dentist,	"
Augustus C. Wilmanns, insurance agent,	"
Edward P. Allis, E. P. Allis & Co., founders,	"
S. S. Merrill, general manager St. Paul, R'y,	"
John A. Dutcher, Dutcher, Ball & Goodrich,	"
Guido Pfister, G. Pfister & Co., tanners,	"
Erastus B. Walcott, surgeon-gen'l of Wisconsin,	"
James C Spencer, late gen'l man'gr P'du' C. R'y,	"
A. C. May, attorney,	"
John V. Farwell, John V. Farwell & Co.,	Chicago.
Henry W. Hinsdale, H W. Hinsdale & Co.,	"
Chauncy F. Bowen, Bowen Bro's,	"
Nelson Ludington, lumber dealer,	"
Samuel Marsall, president State Bank,	Madison.
Simeon Mills, president Bank of Madison,	"

Mons. Anderson, merchant, La Crosse; John H. Rountree, farmer and miner, Platville; Anson P. Waterman, hardware merchant, Belair; John J. R. Pease, lawyer and capitalist, Janesville; George F. Davis,

Geo. F. Davis & Co., Cincinnati, O.; Harvey Durkee, farmer, Kenosha; Jerome I. Case, threshing machine man'r, Racine; Charles Scheffer, late State treasurer, Minnesota; Thomas Simpson, lawyer, Winona,
738 Minn.; Jonathan W. Cattell, late State auditor of Iowa; John F. Dillon, judge supreme court, Iowa; John Coburn, lawyer, Indianapolis, Ind.; David Preston, banker, Detroit, Mich.; Benj. R. Cowen, late adj't-gen'l of Ohio, Cinn.

THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.

HISTORY OF THE COMPANY.—In 1857, Mr. John C. Johnson, who had given the best years of his life to the agency of the Mutual-Life, in New York City, procured a charter from the Wisconsin legislature, copied with slight modifications from that of the Mutual of New York. After nearly two years of persistent effort, (during which time he was constantly proclaiming that we might in a few years have a company in the Northwest equal to the one he had left, for which the people regarded him an enthusiast or a monomaniac,) he succeeded in effecting an organization, and procuring applications for $300,000 insurance to comply with the charter.

The company was fully organized, and the first policies were issued at Janesville, November 25, 1858, and the Mutual Life-Insurance Company of Wisconsin, a purely mutual company, was fairly launched.
739 For obvious reasons the headquarters of the company were removed to the commercial capital of the State in the spring of 1859, and its managers and officers changed to correspond with such removal. In June, 1859, when the first report was made to the governor, the total assets were $9,337, while now they are over $6,500,000.

In 1865 the name was changed, by legislative enactment, to the Northwestern Mutual Life-Insurance Company, to represent more appropriately its wide extended business.

Its first losses were two victims of the terrible accident to the excursion-train near Watertown, at the opening of the Northwestern Railroad to Fond du Lac, the third its venerable founder, and the fourth, one of the unfortunate ones lost at the foundering of the Lady Elgin.

The total number of losses during the ten years have been 447, covering $772,328.30 insurance, and in very many cases the money received on these policies have been all that was left to keep the broken household from seperation and from charity.

At the end of ten years we find the assets equal to the predictions of its founder, and its membership nearly three times as great.

And it has *been* issued during the ten years more policies (and has a larger proportion of them in force, we believe) than any
740 other company in the country issued during the first twenty-five of its existence, ending with January, 1866. Its accumulations would have been still greater, no doubt, but, from the very necessity of its location, its business has not been sought among the accumulated wealth of the older commercial centers, but, among the hardy bone and sinew of the nation. Thus, though its policies are smaller, its basis is broader, and its foundation and superstructure more stable and safe.

ADVANTAGES OFFERED BY THIS COMPANY.

Security.—Assets accumulated in ten years reach over $6,500,000, safely invested in accordance with its charter.

The charter limits its investments to real estate *for office* to United

States bonds, Wisconsin bonds, mortgages on real estate, worth double the amount loaned thereon, and loans upon policies for an amount not to exceed one-half the premium, which by vote of the trustees has been limited to the actual surrender value of the policy.

Managers.—One of the best guarantees the public has, is in the
741 character and reputation of its managers, among whom are to be found the best and most careful men in the country.

It has already 30,000 members, enough to secure fully the breadth of base needed for securing an average mortality.

Mutuality.—It is a purely mutual company, managed by the members for the members, in the interest of the members, with no stockholders to control the company for selfish purposes, to fix the surplus, or to absorb it. In short, it has been the aim of the managers to make it a mod*le* life-insurance company, one which shall keep fully up with the advancing improvements of the times, in which each member shall be a full partner in the whole business, with liability limited to premiums paid, and which shall prove a lasting monument to the enterprise and integrity of the Northwest.

Equity.—All its plans are arranged to secure equity to its members and between them.

1st. They pay premiums in cash, or may give note for part of the premium, never to exceed the value of the policy, so that the business is really cash; or, having paid all cash for a few years, they may
742 pay all note within the above limit, and thus in an emergency preserve their policy from lapsing.

These loan priv*e*leges are not confined to large policies, as in most companies, but are offered to the poor, who need them most.

2nd. After the first year a just surrender value will be paid for any lapsed policy, if called for within one year from time of lapsing, or a proper proportion of full-paid insurance will be given.

3d. All its policies are non-forfeiting; fi*f*e and ten year policies after the first year, and others after the second year.

4th. Its restrictions upon residence, travel, and occupation are liberal and intended to be equitable to all members.

5th. It recognizes women's rights, putting them on an equality in rates, etc., with the men, which experience shows to be just.

6th. It makes the dividends on the contribution plan of giving to each member his shares of the surplus, in proportion to his overpayments.

7th. Additions (full paid) to policies by dividends are non-forfeitable.

Location.—Its location gives it three prominent advantages over
743 most other companies. 1st. Opportunity for constant investment of its funds with entire safety at high rates of interest, since the demand is great, property rapidly enhancing in value, and people can afford to pay the higher rate.

This difference of interest is forcibly by the following figures

The amount of $1,000 invested for 50 y'rs at 6 per cent. compound interest is $18,420 15
at 8 per cent. " " 46,901 61
at 10 per cent. " " 117,390 85

2d. *Low rate of mortality.*—The great bulk of its membership is in the Northwest, where the climate is proverbially good and the mortality is confessedly small. Again, the majority of its risks are in the small towns, villages, and farms of the West, which are less subject to the

sweeping destructions of cholera and other epidemics than the larger cities where some of those companies concentrate their business.

3d. The company is not subjected to so large expenses for rent, officers' salaries, and other similar expenses as are necessary for those companies located in the large eastern cities. Owing to these three advantages, there is good reason to expect that large dividends will be the result.

744 To sum up these advantages:

It offers security furnished by $6,500,000 assets and 30,000 membership, and by honest administration of its affairs. Its mutuality is complete, the members receiving all the proceeds of the business.

It is liberal to the insured in all its arrangements, and it has the location, membership, and prestige to enable it to furnish life-insurance at so small or smaller cost than almost any other company. It is as good an all-cash company as the best for cash payers, and as liberal a note company as is equitable among or advantageous to note-givers.

As evidence that the public appreciates these, its growth has been constantly and rapidly increasing year after year. Since its organization it has paid to representatives of deceased policy-holders, and to living members in dividends, more than one million dollars.

FUTURE DIVIDENDS.

The dividend for 1870 will be upon the business of the years 1867 and 1868, ending December 31st, in order to reduce the term, prior
745 to the annual dividend, from three to two years. Hereafter all participating members will receive their first dividend upon the first year's premium at the end of two years from the date of the policy, and one annually thereafter upon each successive year's business.

The dividends will be applied on note policies to the payment of the principal of the loan-notes.

Choice will be given to each cash-paying members to apply the dividends to the payment of the next annual premium, or (provided they are in good health) to the purchase of additional insurance, temporary or full paid. This temporary insurance for one year in many cases more than doubles the policy, and this increase may be continued by future dividends. This additional insurance does not become forfeited by the non-payment of premiums on the policy after the dividend has been so credited. This full-paid insurance may be surrendered at any time for its full value, and the amount applied to pay premiums and to keep the policy from lapsing.

A NEW METHOD

746 Of applying dividends on cash policies is offered which we believe will be popular, viz: Any member paying cash premiums may leave his dividends on deposit with the company, upon which deposit 6 per cent. interest will be allowed, which deposit may be drawn upon at any time for payment of the premium, and the company will in every case keep in force such policy so long as such deposits and its interests will pay the regular premium, even without the request of the policy-holder.

POST-MORTEM DIVIDENDS.

Members who die before the declaration of the dividends, will receive

the full benefit thereof when made upon each premium paid. Each premium paid by members at the time of the distribution will receive its corresponding dividend, and dividends on all policies continue so long as the insurance continues or the policy is in force, no matter when the premium ceases.

CONDITIONS OF INSURANCE.

1st. Truthful and honest statements in the application. For this
747 a part of contract and on it the policy is based. The statements made in the application are for all purposes held to be made by, and to be the statements of, the applicant, although the agent may write them.

2d. Payment of premiums when due. These may be made on or before the day due to an authorized agent, when he holds the company's receipt, signed by an officer. Without such receipt, payment to an agent does not bind the company. An agent has no power to change the contract or waive forfeitures.

Lapsed policies may be restored within thirty days upon the person's own certificate of good health, countersigned by the agent. After thirty days a medical certificate must be furnished at a party's own expense, and premium paid.

3d. Compliance with the conditions of policy and application.

The chief prohibitions are: residence or travel without the prescribed limits, viz: within the United States or Europe, north of the tropics;
748 engaging without permit in hazardous occupation, viz: regular employment on railway trains, on vessels on the ocean, in submarine operations, or mining, or in manufacture or handling of explosive substances, taking opium, or drinking to excess.

TO WHOM POLICIES MAY BE PAYABLE.

To one's self, heirs, or assigns, to wife, parent, brother, or sister, or child, to partner in business, to a creditor, to a benevolent institution, or any person who has a pecuniary interest in the assured life, and to none others.

HOW TO COLLECT LOSSES.

When a loss occurs, apply to the nearest agent for the blank form of proof, or write to the company. Forms will be furnished with the necessary instructions. Any expense for legal advice is unnecessary. The loss will be paid to the person authorized to receipt for it without unnecessary delay.

EXTRA PREMIUMS

Will be charged on hazardous occupations, or residence, some of which are as follows:

749 Passenger-conductors, express agents, and baggage-masters on railroads, and miners pay one-half of one per cent. per annum extra, ($5.00 on each $1,000 of insurance.) Engineers and freight-train conductors one per cent. Other extra rates furnished on application to the office.

KINDS OF POLICIES ISSUED.

This company issues all kinds of policies pertaining to life-insurance, including all new and favorite kinds, up to $20,000 on a single life. The following are the more common kinds, rates for which may be found in the following tables. All participate in dividends, as long as any portion is in force, in proportion to their contributions to the surplus, as do all

sweeping destructions of cholera and other epidemics than the larger cities where some of those companies concentrate their business.

3d. The company is not subjected to so large expenses for rent, officers' salaries, and other similar expenses as are necessary for those companies located in the large eastern cities. Owing to these three advantages, there is good reason to expect that large dividends will be the result.

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It offers security furnished by $6,500,000 assets and 30,000 membership, and by honest administration of its affairs. Its mutuality is complete, the members receiving all the proceeds of the business.

It is liberal to the insured in all its arrangements, and it has the location, membership, and prestige to enable it to furnish life-insurance at so small or smaller cost than almost any other company. It is as good an all-cash company as the best for cash payers, and as liberal a note company as is equitable among or advantageous to note-givers.

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The dividends will be applied on note policies to the payment of the principal of the loan-notes.

Choice will be given to each cash-paying members to apply the dividends to the payment of the next annual premium, or (provided they are in good health) to the purchase of additional insurance, temporary or full paid. This temporary insurance for one year in many cases more than doubles the policy, and this increase may be continued by future dividends. This additional insurance does not become forfeited by the non-payment of premiums on the policy after the dividend has been so credited. This full-paid insurance may be surrendered at any time for its full value, and the amount applied to pay premiums and to keep the policy from lapsing.

A NEW METHOD

746 Of applying dividends on cash policies is offered which we believe will be popular, viz: Any member paying cash premiums may leave his dividends on deposit with the company, upon which deposit 6 per cent. interest will be allowed, which deposit may be drawn upon at any time for payment of the premium, and the company will in every case keep in force such policy so long as such deposits and its interests will pay the regular premium, even without the request of the policy-holder.

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Members who die before the declaration of the dividends, will receive

the full benefit thereof when made upon each premium paid. Each premium paid by members at the time of the distribution will receive its corresponding dividend, and dividends on all policies continue so long as the insurance continues or the policy is in force, no matter when the premium ceases.

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Lapsed policies may be restored within thirty days upon the person's own certificate of good health, countersigned by the agent. After thirty days a medical certificate must be furnished at a party's own expense, and premium paid.

3d. Compliance with the conditions of policy and application.

The chief prohibitions are: residence or travel without the prescribed limits, viz: within the United States or Europe, north of the tropics;
748 engaging without permit in hazardous occupation, viz: regular employment on railway trains, on vessels on the ocean, in submarine operations, or mining, or in manufacture or handling of explosive substances, taking opium, or drinking to excess.

TO WHOM POLICIES MAY BE PAYABLE.

To one's self, heirs, or assigns, to wife, parent, brother, or sister, or child, to partner in business, to a creditor, to a benevolent institution, or any person who has a pecuniary interest in the assured life, and to none others.

HOW TO COLLECT LOSSES.

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policies, unless dividends are expressly given up by stipulation of the insured. The premiums or policies may be paid wholly in cash, or part in cash and part note. Column two in the whole-life table shows proportion of note which will be taken on life-policies with continued premiums. On all other tables, one-third of the premium may be taken in note. Tables are only given for annual premiums, but they may, if desired,
750 be paid semi-annually or quarterly, (not below a $5 premium.)* Annual premiums are, however, advised.

WHOLE-LIFE POLICIES.

1st. With premiums continued during life.

On these, (if the insured wishes to discontinue after two full years' payment,) a full-paid policy will be issued for the whole sum of complete annual premiums paid, provided request be made and the old policy surrendered within three months after the lapse of the policy.

2d. With premiums continued for twenty years only.

3d. With premiums continued for twenty years only.

On these, after two years, full-paid policies will be issued for as many twentieths or fifteenths of the whole policy as there have been complete annual premiums paid. If notes have been given on either of these first three kinds of policies, the notes must be paid in cash before full-paid policies will be issued.

751 4th. With premiums continued for ten years only.

5th. With premiums continued for five years only.

On these two, in case of default, each full year's payment secures its proportion of the policy without any change of policy. If, however, notes have been given, the notes must be paid or the interest thereon paid annually until the notes are cancelled by dividends, in order to secure the proportion of the policy. If such interest is not paid within three months from the time the policy lapses, the whole policy will be forfeited, (unless the annual premium for one or more years has been paid in cash, or one or more notes have been taken up by dividend, thus making complete payments,) and the partial policy will not thereafter be restored.

6th. With a single payment.

The one payment, securing a policy for life and an annual dividend after two years. Endowment assurance-policies, payable at death, or in five, ten, fifteen, twenty, twenty-five, thirty, thirty-five, forty, forty-five, fifty, or fifty-five years.

Premiums on these two are made to continue for whole term or payable in five, ten, fifteen, twenty years, on the same conditions as life-policies with regard to forfeiture. Insurance on this plan secures a
752 provision for one's family in the event of early death, and also a sure support for old age, thus providing against the two life-contingencies, viz, dying early and living long.

It often happens that a man at sixty or seventy years of age gets beyond the need of insurance for the protection of his family, (they having already provided for themselves,) and rather needs assistance from them; at least, needs the money required for an annual premium of a "life-policy" more for his own comfort than for their protection. The endowment policy just meets his wants. It furnishes the protection for his family at the time when no prudent man, who has not already acquired a competence beyond any contingency, can afford to live without the insurance, and at the same time guarantees a comfortable support for his old age. By this arrangement he provides agaist the possible con-

*To arrive at a semi-annual premium on an all-cash or part-note premium, add three per cent. to the cash part of premium, and divide by two. To find a quarterly premium, add five (5) per cent. to the cash part, and divide by four.

tingency of his annual premium becoming a burden to him in later years. Joint life-policies.—On two lives, payable at the death of the first person; also payable for life, or for ten years on same conditions as others. Joint endowment-policies.—On two lives, payable at the death of the
753 first, or in a certain number of years, if both survive. Children's endowment-policies.—Will be issued if desired, though in every case where the parent's life is insurable, we would recommend, in place of such policies, an endowment insurance-policy on the parent's life, to run for the same time, as being much more certain to accomplish the desired result. For in the latter case, if the parent lives or dies, the policy is secured to the child; but in the former, if the parent dies without making provision for the annual payments thereafter to be made on the child's endowment, the desired end would be defeated.

The installment feature, which contemplates the payment of policies after death in installments, allowing interest on the deferred payments, may be incorporated in new policies, or added to old ones, upon proper request of the parties.

Non-participating policies.—We have recently added tables of all cash-rates without dividends. In consideration of these rates, persons surrender all claims to dividends. We do not advise their adoption, for we confidently believe that the insured will secure insurance at much
754 cheaper rates by choosing participating rates, but, if parties insist, we will issue policies on this basis. Policies are of two kinds, on this plan—whole life-policies, payable at death, with premiums all cash, to be paid annually for life, or in five, ten, fifteen, or twenty years.

In case of a default in payment of any premium, after the first two years, a full-paid policy for the amount of complete annual premiums will be issued, provided application be made and the policy surrendered within three months from such default.—Return-premium life policies. With all-cash annual premiums for life, with return of all premiums.

On this table, the amount of all premiums paid will be added to the policy at death, making it a yearly increasing policy. In case of discontinuance, a policy with life-premiums, after two annual payments, may be charged within three months for a full-paid one, for amount of premium paid. Premiums on these non-participating policies are not divided into less than annual payment.

PLAN FOR COLLECTING INTEREST ON NOTES.

In order to secure equity, and to forestall the complaints which
755 sometimes arise from note-givers, at the time of renewal of their annual premiums, on account of the increase of the cash payment by the addition of the interest on the notes, we have arranged the following plan, under which the cash payments on note-policies do not increase. We believe this will work to the mutual satisfaction of the agents and members, and it will be the invariable practice of the company on policies issued after May 1st, 1869.

Interest on the first note will be collected with the premium in advance, and the same sum will be collected each year thereafter. For example, on a $10,000 whole-life policy, age 40, the total premium is $315.70, of which a loan-note may be taken each year for $125.20, leaving the cash part $190.50. Accordingly the cash payment will be the

First year	$190 50
Interest on one note	8 76
Total cash payment	$199 26
The second year the same cash payment	199 26
The third year the same cash payment	199 26

and so on. At the third payment, and thereafter each year, enough of the dividend to pay the balance of interest on outstanding notes will be applied to such interest, and the remainder of the dividend be applied to liquidating the notes.

756 On five and ten year policies, however, if the annual premium is not regularly paid, and the party desires to keep in force a partial policy, he must pay annually in cash the interest on all outstanding notes until they are retired.

Whole-life policies payable at death.

PREMIUM ON $1,000 TO BE PAID ANNUALLY, AS FOLLOWS:

Age.	For life.	Amount note.	For 5 years.	For 10 years.	For 15 years.	For 20 years.	Single paym't.
15	15 39	3 92	57 97	34 18	25 38	21 27	252 26
16	15 74	4 10	59 00	34 89	25 84	21 5	256 76
17	16 09	4 29	60 06	35 62	26 33	22 06	261 34
18	16 47	4 49	61 18	36 35	26 82	22 38	266 15
19	16 86	4 70	62 34	37 11	27 34	22 92	271 15
20	17 27	4 91	63 53	37 87	27 88	23 39	276 34
21	17 70	5 13	64 79	38 66	28 43	23 85	281 71
22	18 15	5 37	66 09	39 45	29 03	24 35	287 29
23	18 62	5 62	67 42	40 27	29 76	24 87	293 06
24	19 11	5 86	68 82	41 10	30 27	25 41	299 06
25	19 63	6 14	70 25	41 95	30 92	25 97	305 28
26	20 17	6 42	71 76	42 82	31 60	26 55	311 71
27	20 75	6 72	73 33	43 71	32 31	27 15	318 41
28	21 34	7 03	74 95	44 62	33 04	27 78	325 34
29	21 97	7 35	76 61	45 55	33 80	28 44	332 50
30	22 63	7 69	78 35	46 51	34 60	29 22	339 94
31	23 33	8 06	80 15	47 48	35 42	29 83	347 64
757 32	24 06	8 43	81 98	48 48	36 27	30 58	355 66
33	24 82	8 84	83 93	49 50	37 18	31 36	363 85
34	25 64	9 27	85 93	50 55	38 11	32 17	372 40
35	26 49	9 72	87 00	51 62	39 07	33 02	381 25
36	27 40	10 21	90 17	52 72	40 08	33 92	390 43
37	28 35	10 73	92 42	53 86	41 13	34 84	399 94
38	29 36	11 28	94 73	55 20	42 24	35 83	409 79
39	30 43	11 88	97 14	56 68	43 41	36 87	420 02
40	31 57	12 52	99 61	58 19	44 64	37 96	430 61
41	32 78	13 20	102 25	59 91	45 90	39 11	441 61
42	34 08	13 92	104 96	61 44	47 26	40 38	453 03
43	35 45	14 62	107 80	63 19	48 69	41 65	464 86
44	37 11	15 32	110 73	65 00	50 19	43 02	477 09
45	38 47	16 00	113 75	66 92	51 89	44 17	489 66
46	40 11	16 68	116 90	68 91	53 53	46 02	502 56
47	41 85	17 36	120 16	70 96	55 15	47 62	515 75
48	43 69	18 07	123 50	73 08	56 96	49 33	529 23
49	45 64	18 80	126 92	75 31	58 85	51 12	542 95
50	47 70	19 55	130 13	77 59	60 80	53 00	556 95
51	49 89	20 32	134 00	79 96	62 87	55 00	571 19
52	52 21	21 11	137 71	82 41	65 03	57 12	585 66
53	54 68	21 92	141 41	84 97	67 31	59 35	600 36
54	67 27	22 78	145 37	87 63	69 70	61 73	615 26
55	60 04	23 64	149 33	90 37	72 23	64 34	630 36
56	62 98	24 32	153 31	93 25	74 87	67 02	645 64
57	66 10	25 47	157 65	96 25	77 80	69 80	661 08
58	69 42	26 42	161 93	98 25	80 68	73 33	676 66
59	72 97	27 42	166 34	102 68	83 82	76 09	692 45
60	76 75	28 38	170 91	106 15	87 20	79 58	708 26

758 *Endowment assurance.*

ANNUAL PREMIUM FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 5 years.	In 10 years.	In 15 years.	In 20 years.	In 25 years.	Age.
15	219 75	102 25	65 12	46 61	35 79	15
16	219 75	102 30	65 18	46 69	35 88	16
17	219 75	102 35	65 25	46 77	35 97	17
18	219 75	102 41	65 33	46 85	36 05	18
19	219 75	102 46	65 40	46 94	36 18	19
20	219 75	102 40	65 50	47 00	36 29	20
21	219 85	102 60	65 56	47 13	36 41	21
22	219 90	102 70	65 63	47 24	36 54	22
23	219 95	102 85	65 72	47 38	36 68	23
24	220 00	103 00	65 82	47 47	36 81	24
25	220 10	103 30	65 92	47 59	36 97	25
26	220 20	103 40	66 03	47 72	37 04	26
27	220 30	103 50	66 15	47 86	37 32	27
28	220 40	103 75	66 27	48 00	37 52	28
29	220 50	103 90	66 40	48 18	37 73	29
30	220 63	104 05	66 54	48 34	37 96	30
31	220 75	104 30	66 68	48 55	38 21	31
32	220 88	104 43	66 83	48 75	38 36	32
33	221 10	104 56	67 00	48 98	38 79	33
34	221 25	104 69	67 18	49 23	38 13	34
35	221 50	104 83	67 38	49 50	39 49	35
36	221 75	105 00	67 75	49 80	39 90	36
37	222 00	105 56	68 09	50 14	40 29	37
38	222 25	105 74	68 36	50 52	40 70	38
759 39	222 25	105 95	68 67	50 94	41 39	39
40	222 50	106 18	69 02	51 40	42 00	40
41	222 75	106 87	69 41	51 93	42 66	41
42	223 00	107 09	69 85	52 52	43 43	42
43	223 35	107 56	70 50	53 18	44 26	43
44	223 70	107 98	71 19	53 92	45 00	44
45	224 10	108 88	71 88	54 73	45 87	45
46	224 60	109 41	72 60	55 62	47 97	46
47	225 10	109 98	73 29	56 59	48 17	47
48	225 65	110 61	74 12	57 65	49 00	48
49	226 25	111 29	75 03	58 17	50 91	49
50	226 85	112 12	76 02	60 08	52 50	50
51	227 50	113 00	77 25	61 47	.....	51
52	228 15	114 19	78 59	63 16	.....	52
53	228 85	115 17	79 89	64 63	.....	53
54	229 70	116 68	81 41	66 43	.....	54
55	231 55	117 85	83 00	68 40	.....	55
56	232 45	119 59	84 91	.....	.....	56
57	233 50	121 47	87 00	.....	.....	57
58	234 75	123 00	89 19	.....	.....	58
59	236 50	124 64	91 50	.....	.....	59
60	238 50	126 65	94 33	.....	.....	60

Endowment assurance.

ANNUAL PREMIUM FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 30 years.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.
14	28 77	24 18	20 80	18 60	16 96	15 98
15	28 86	24 30	20 94	18 67	17 16	16 21
16	28 97	24 42	21 09	18 85	17 38	16 47
760 17	29 08	24 56	21 25	19 05	17 76	16 74
18	29 19	24 71	21 43	19 26	18 00	17 03
19	23 32	24 83	21 62	19 49	18 14	17 54
20	29 46	25 03	21 83	19 74	18 43	17 69
21	27 70	25 21	22 19	20 00	18 75	.....
22	29 76	25 40	22 29	20 29	19 09	.....
23	29 93	25 65	22 56	20 61	19 45	.....
24	30 11	25 85	22 85	20 95	19 85	.....
25	30 31	26 10	23 13	21 29	20 50	.....
26	30 52	26 34	23 47	21 71	.....	.....
27	30 75	26 66	23 82	22 13	.....	.....
28	31 00	26 98	24 21	22 60	.....	.....
29	31 28	27 33	24 64	23 09	.....	.....
30	31 58	27 71	25 10	23 81	.....	.....
31	31 92	28 12	25 60	.....	.....	.....
32	32 26	28 37	26 14	.....	.....	.....
33	32 66	28 85	26 73	.....	.....	.....
34	32 84	29 38	27 36	.....	.....	.....
35	33 31	29 97	28 15	.....	.....	.....
36	33 79	30 38	.....	.....	.....	.....
37	34 39	31 07	.....	.....	.....	.....
38	35 01	31 83	.....	.....	.....	.....
39	35 44	32 57	.....	.....	.....	.....
40	36 19	33 56	.....	.....	.....	.....
41	37 09	.....	.....	.....	.....	.....
42	37 93	.....	.....	.....	.....	.....
43	38 66	.....	.....	.....	.....	.....
44	39 76	.....	.....	.....	.....	.....
45	40 96	.....	.....	.....	.....	.....

761 On all endowment policies with premiums payable for the whole term, after two yearly payments the policy will be good, if payments are discontinued, for such proportion thereof as the number of complete annual premiums paid bears to the whole number. That is, on a policy of $10,000 on a person aged 30, payable at 50, after two good payments, if others are not made, the policy will be good for 2-20ths of the amount, or $1,000; after three payments, for $1,500, and so on. If notes have been given, they must be paid in cash to secure full-paid policy.

Endowment assurance.

FIVE ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 10 years.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	Age.
14	182 07	152 00	128 42	110 46	96 07	14
15	182 12	152 07	128 70	110 64	96 31	15
16	182 17	152 18	128 84	110 84	96 36	16
17	182 22	152 25	128 96	111 00	96 81	17
18	182 28	152 32	129 09	111 20	90 07	18
19	182 35	152 44	129 25	111 43	97 37	19
20	182 42	152 51	129 39	111 64	97 68	20
21	182 50	153 66	129 60	111 94	98 04	21
22	182 57	152 79	129 79	112 18	98 41	22
23	182 65	152 90	129 96	112 43	98 87	23
24	182 72	153 07	130 19	112 75	99 23	24
25	182 80	153 17	130 38	113 05	99 65	35
26	183 90	153 33	130 61	113 38	100 13	26
762 27	183 02	153 53	130 87	113 76	100 70	27
28	183 13	153 68	131 13	114 16	101 25	28
29	183 25	153 86	131 34	114 57	101 87	29
30	183 38	154 05	131 72	115 05	102 55	30
31	183 50	154 25	132 03	115 54	103 40	31
32	183 61	154 57	132 36	116 07	103 78	32
33	183 72	154 74	132 72	116 75	104 61	33
34	183 89	154 92	133 15	117 30	105 54	34
35	184 04	155 19	133 60	118 00	106 54	35
36	184 22	155 58	134 10	118 79	107 64	36
37	184 40	155 80	134 64	119 62	108 42	37
38	184 59	156 16	135 25	120 58	109 28	38
39	184 80	156 55	135 90	121 54	110 66	39
40	185 00	156 93	136 59	122 60	112 28	40
41	185 31	157 12	137 44	123 40	112 95	41
42	185 62	157 65	138 35	124 74	114 72	42
43	186 00	158 67	139 37	125 79	116 67	43
44	186 41	159 38	140 50	127 33	118 73	44
45	186 86	160 15	141 70	128 57	120 95	45
46	187 40	161 03	143 07	130 45	....	46
47	188 03	162 04	144 56	132 50	.....	47
48	188 68	163 07	146 15	134 12	....	48
49	189 41	164 26	147 86	136 44	.....	49
50	190 18	165 45	149 68	138 87	....	50
51	190 96	166 70	151 62	....	.....	51
52	191 84	168 20	153 75	.....	.....	52
53	192 85	169 74	156 00	....	.....	53
763 54	193 91	171 41	158 41	.....	.....	54
55	195 07	173 22	161 04	.....	.....	55
56	196 19	175 05	.....	.....	.....	56
57	197 78	177 35	.....	.....	.....	57
58	198 81	179 62	.....	.....	.....	58
59	200 91	182 09	....	.....	.....	59
60	202 73	184 89	.....	.....	.....	60

Endowment assurance.

FIVE ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	83 57	78 19	72 62	67 91	64 79	14
15	85 68	78 66	73 14	68 71	65 36	15
16	86 02	79 04	73 70	69 24	66 39	16
17	86 26	79 49	74 28	70 13	67 24	17
18	86 72	79 98	74 96	70 73	68 17	18
19	87 13	80 53	75 60	71 58	69 15	19
20	87 53	81 08	76 34	72 46	70 20	20
21	88 00	81 73	77 14	73 44	.....	21
22	88 52	83 39	78 00	74 48	.....	22
23	89 05	83 08	78 89	75 56	.....	23
24	89 64	83 87	79 88	76 73	.....	24
25	90 25	84 69	80 91	77 97	.....	25
26	91 03	85 57	82 04	.....	.....	26
27	91 67	86 56	83 26	.....	.....	27
28	92 51	87 69	84 53	.....	.....	28
29	93 29	88 64	85 90	.....	.....	29
30	93 53	89 91	87 18	.....	.....	30
764 31	94 48	91 17	.....	.....	.....	31
32	95 53	92 54	.....	.....	.....	32
33	96 65	94 01	.....	.....	.....	33
34	97 17	95 60	.....	.....	.....	34
35	98 50	97 27	.....	.....	.....	35
36	99 92	.....	.....	.....	.....	36
37	101 45	.....	.....	.....	.....	37
38	102 73	.....	.....	.....	.....	38
39	104 49	.....	.....	.....	.....	39
40	105 95	.....	.....	.....	.....	40

On policies with premiums continued for five and ten years only, in case of default each full year's payment secures its proportion of the policy without any change of policy. If, however, notes have been given, the notes must either be paid or the interest thereon be paid annually until the notes are cancelled by dividends, in order to secure the proportion of the policy. If such interest is not paid within three months after the policy lapses the whole policy will be forfeited, (unless the annual premiums for one or more years have been paid in cash, or one or more notes have been taken up by dividends, thus making complete payments,) and the partial policy will not be thereafter restored.

765 *Endowment assurance.*

TEN ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 15 years.	In 20 years.	In 25 years.	In 30 years.	In 35 years.	Age.
14	85 67	72 44	62 25	53 90	48 13	14
15	85 72	72 54	62 36	54 29	48 30	15
16	85 78	72 63	62 48	54 44	48 50	16
17	85 84	72 71	62 60	54 64	48 69	17
18	85 93	72 81	62 73	54 76	48 91	18
19	86 00	72 92	62 86	54 93	49 15	19
20	86 07	73 02	63 00	55 02	49 38	20
21	86 15	73 14	63 17	55 33	49 68	21
22	86 26	73 27	63 32	55 55	49 98	22
23	86 35	73 39	63 49	55 79	50 29	23
24	86 45	73 53	63 67	56 06	50 64	24
25	86 57	73 68	63 88	56 32	51 00	25
26	86 67	73 86	64 09	56 60	51 39	26
27	86 79	74 00	64 32	56 92	51 83	27
28	86 92	74 17	64 42	57 27	52 29	28
29	87 05	74 35	64 82	57 64	52 79	29
30	87 19	74 54	65 12	58 04	53 33	30
31	87 35	74 75	65 43	58 48	53 91	31
32	87 50	75 14	65 77	58 93	54 53	32
33	87 67	75 23	66 12	59 44	55 20	33
34	87 85	75 50	66 52	60 00	55 93	34
35	88 05	75 80	66 96	60 60	56 73	35
36	88 26	76 13	67 42	61 25	57 58	36
37	88 49	76 48	67 94	61 96	58 50	37
38	88 72	76 84	68 50	62 72	59 47	38
39	89 96	77 31	69 14	63 59	60 57	39
766 40	89 36	77 78	69 83	64 51	61 71	40
41	89 77	78 34	70 61	65 53	.....	41
42	90 17	78 96	71 44	66 64	.....	42
43	90 68	79 65	72 41	67 85	.....	43
44	91 35	80 44	73 46	69 19	.....	44
45	91 86	81 89	74 59	70 61	.....	45
46	92 54	82 23	75 82	.....	.....	46
47	93 30	83 24	77 16	.....	.....	47
48	94 10	84 33	78 59	.....	.....	48
49	95 03	85 53	80 13	.....	.....	49
50	95 96	86 81	81 70	.....	.....	50
51	97 01	88 21	.....	.....	.....	51
52	98 15	89 71	.....	.....	.....	52
53	99 38	91 34	.....	.....	.....	53
54	100 74	93 11	.....	.....	.....	54
55	102 21	95 03	.....	.....	.....	55
56	103 82	.....	.....	.....	.....	56
57	105 58	.....	.....	.....	.....	57
58	107 50	.....	.....	.....	.....	58
59	109 59	.....	.....	.....	.....	59
60	111 91	.....	.....	.....	.....	60

Endowment assurance.

TEN ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	43 12	40 16	38 28	36 53	14
15	43 35	40 34	38 72	36 96	15
16	43 59	40 72	39 03	37 42	16
17	43 86	41 00	39 45	37 91	17
18	44 13	41 36	39 90	38 44	18
19	44 43	41 74	40 39	39 02	19
20	44 77	42 15	40 89	39 61	20
21	45 12	42 61	41 45	.....	21
22	45 50	43 00	42 04	.....	22
23	45 90	43 60	42 67	.....	23
24	46 35	44 16	43 34	.....	24
25	46 87	44 75	44 26	.....	25
26	57 32	45 38	.....	.....	26
27	47 97	46 06	.....	.....	27
28	48 47	46 79	.....	.....	28
29	49 10	47 57	.....	.....	29
30	48 83	48 05	.....	.....	30
31	50 50	.....	.....	.....	31
32	51 29	.....	.....	.....	32
33	52 12	.....	.....	.....	33
34	53 04	.....	.....	.....	34
35	54 00	.....	.....	.....	35

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On policies with premiums continued for five and ten years only, in case of default, each full year's payment secures its proportion of the policy without any change of policy. If, however, notes have been given, the notes must either be paid or the interest thereon be paid annually until the notes are cancelled by dividends, in order to secure the proportion of the policy. If such interest is not paid within three
768 months after the policy lapses, the whole policy will be forfeited, (unless the annual premiums for one or more years have been paid in cash or one or more notes have been taken up by dividends, thus making complete payments,) and the partial policy will not thereafter be restored.

Endowment assurance.

FIFTEEN ANNUAL PREMIUMS FOR $1,000, PAYABLE AT DEATH OR—

Age.	In 20 years.	In 25 years.	In 30 years.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	54 17	47 03	41 00	36 00	32 73	30 17	28 63	27 51	14
15	54 26	47 12	41 12	36 13	32 91	30 40	28 97	67 65	15
16	54 34	47 21	41 24	36 27	33 03	30 63	29 20	28 00	16
17	54 42	47 32	41 36	36 48	33 34	30 90	29 53	28 36	17
18	54 50	47 43	41 50	36 62	33 52	31 18	29 86	28 78	18
19	54 60	47 55	41 64	36 80	33 75	31 47	30 24	29 20	19
20	54 69	47 65	41 80	37 00	33 92	31 79	30 63	29 67	20
21	54 79	47 77	41 95	37 31	34 09	32 14	31 04	.....	21
22	54 90	47 92	42 16	37 45	34 59	32 44	31 50	.....	22
23	55 00	48 07	42 34	37 70	34 91	32 90	31 98	.....	23
24	55 12	48 23	42 54	37 96	35 26	33 34	32 19	.....	24
25	55 25	48 39	42 75	38 25	35 62	33 80	33 04	.....	25
26	55 39	48 57	43 00	38 56	36 03	34 29	.....	.....	26
27	55 52	48 76	43 25	38 89	36 45	34 82	.....	.....	27
28	55 68	48 96	43 52	39 24	36 93	35 38	.....	.....	28
29	55 84	49 19	43 18	39 64	37 41	35 97	.....	.....	29
30	56 02	49 41	44 16	40 06	37 95	36 62	.....	.....	30
31	56 20	49 68	44 51	40 51	38 53	.....	.....	.....	31
32	56 39	49 96	44 87	41 00	38 94	.....	.....	.....	32
33	52 62	50 27	45 29	41 54	39 81	.....	.....	.....	33
769 34	56 86	50 60	45 75	42 12	40 52	.....	.....	.....	34
35	57 11	50 96	46 28	42 74	41 28	.....	.....	.....	35
36	57 40	51 42	46 76	43 41	.....	.....	.....	.....	36
37	57 72	51 80	47 35	44 16	.....	.....	.....	.....	37
38	58 08	52 29	48 00	44 94	.....	.....	.....	.....	38
39	58 47	52 83	48 69	45 81	.....	.....	.....	.....	39
40	58 92	53 43	49 48	46 75	.....	.....	.....	.....	40
41	59 42	54 09	50 32	.....	.....	.....	.....	.....	41
42	60 00	54 84	51 26	.....	.....	.....	.....	.....	42
43	60 63	55 67	52 30	.....	.....	.....	.....	.....	43
44	61 33	56 57	53 42	.....	.....	.....	.....	.....	44
45	62 13	57 59	54 63	.....	.....	.....	.....	.....	45
46	63 08	58 77	.....	.....	.....	.....	.....	.....	46
47	63 90	59 83	.....	.....	.....	.....	.....	.....	47
48	64 91	61 09	.....	.....	.....	.....	.....	.....	48
49	66 00	62 47	.....	.....	.....	.....	.....	.....	49
50	67 21	63 95	.....	.....	.....	.....	.....	.....	50
51	68 51	.....	.....	.....	.....	.....	.....	.....	51
52	69 93	.....	.....	.....	.....	.....	.....	.....	52
53	71 47	.....	.....	.....	.....	.....	.....	.....	53
54	73 15	.....	.....	.....	.....	.....	.....	.....	54
55	75 00	.....	.....	.....	.....	.....	.....	.....	55

Endowment assurance.

TWENTY ANNUAL PREMIUMS FOR $1,009, PAYABLE AT DEATH OR—

Age.	In 25 years.	In 30 years.	In 35 years.	In 40 years.	In 45 years.	In 50 years.	In 55 years.	Age.
14	39 87	34 97	31 25	28 00	25 63	23 97	22 88	14
15	39 96	35 08	31 38	28 15	25 86	24 21	23 16	15
16	40 05	35 19	31 51	28 34	26 04	24 46	23 45	16
770 17	40 14	35 30	31 67	28 52	26 26	24 74	23 77	17
18	40 24	35 42	31 82	28 71	26 52	25 03	24 12	18
19	40 35	35 56	32 00	28 92	26 77	25 34	24 49	19
20	40 46	35 69	32 18	29 15	27 05	25 69	24 88	20
21	40 58	35 85	32 37	29 40	27 36	26 04	.....	21
22	40 71	36 02	32 58	29 67	27 61	26 43	.....	22
23	40 83	36 19	32 80	29 95	28 03	26 84	.....	23
24	41 00	36 37	33 04	30 25	28 39	27 22	.....	24
25	41 15	36 58	33 31	30 58	28 80	27 75	.....	25
26	41 31	36 80	33 59	30 93	29 23	.....	.....	26
27	41 49	37 03	33 89	31 40	29 68	.....	.....	27
28	41 68	37 28	34 23	31 72	30 18	.....	.....	28
29	41 89	37 56	34 58	32 17	30 70	.....	.....	29
30	42 12	37 85	34 97	32 65	31 28	.....	.....	30
31	42 36	38 18	35 39	33 17	.....	.....	.....	31
32	42 63	38 53	35 84	33 71	.....	.....	.....	32
33	42 93	38 92	36 34	34 31	.....	.....	.....	33
34	43 24	39 34	36 88	34 96	.....	.....	.....	34
35	43 60	39 80	37 46	35 66	.....	.....	.....	35
36	44 00	40 31	38 09	.....	.....	.....	.....	36
37	44 43	40 86	38 78	.....	.....	.....	.....	37
38	43 90	41 46	39 54	.....	.....	.....	.....	38
39	45 43	42 13	40 35	.....	.....	.....	.....	39
40	46 00	42 86	41 24	.....	.....	.....	.....	40
41	46 63	43 67	.....	.....	.....	.....	.....	41
42	47 44	44 62	.....	.....	.....	.....	.....	42
43	48 21	45 55	.....	.....	.....	.....	.....	43
44	49 10	46 53	.....	.....	.....	.....	.....	44
771 45	50 07	47 80	.....	.....	.....	.....	.....	45
46	51 03	.....	.....	.....	.....	.....	.....	46
47	52 36	.....	.....	.....	.....	.....	.....	47
48	53 45	.....	.....	.....	.....	.....	.....	48
49	54 95	.....	.....	.....	.....	.....	.....	49
50	56 58	.....	.....	.....	.....	.....	.....	50

On this and the foregoing table, after two years, full-paid policies will be issued for as many twentieths or fifteenths of the whole policy as there have been complete annual premiums paid; provided request be made and the old policy surrendered within three months after lapse of the policy. If notes have been given, they must be paid in cash before full-paid policies will be issued.

Joint-life table.

ANNUAL PREMIUM FOR $1,000, ON TWO LIVES, PAYABLE TO THE SURVIVOR ON THE DEATH OF EITHER.

Youngest age.	Number of years—Difference in ages.						Youngest age.
	0 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	
20	28 55	30 31	32 75	36 13	40 78	47 33	20
21	29 16	31 02	33 57	37 16	42 09	49 10	21
22	29 80	31 76	34 46	38 24	43 50	50 95	22
23	30 47	32 52	35 38	39 38	45 00	52 92	23
24	31 19	33 35	36 35	40 59	46 61	55 00	24
25	31 94	34 21	37 38	41 85	48 30	57 30	25
26	32 71	35 11	38 46	42 26	50 10	59 54	26
27	33 53	36 06	39 61	44 73	52 00	62 00	27
772 28	34 41	37 07	40 83	46 29	54 04	64 63	28
29	35 32	38 12	42 12	47 97	56 17	67 42	29
30	36 29	39 24	43 50	49 72	58 44	70 39	30
31	39 30	40 43	44 97	51 61	60 83	73 53	31
32	38 39	41 68	46 52	53 60	63 38	76 87	32
33	39 56	43 00	48 20	55 70	66 08	80 43	23
34	40 69	44 45	49 96	57 93	68 94	84 23	34
35	41 96	45 94	51 85	60 30	72 00	88 26	35
36	43 30	47 55	53 87	62 82	75 25	.....	36
37	44 73	49 26	56 00	65 49	78 69	.....	37
38	46 23	51 10	58 25	68 34	82 38	.....	38
39	47 85	53 07	60 67	71 36	86 32	.....	39
40	49 59	55 16	63 23	74 59	90 53	.....	40
41	51 45	57 41	65 96	78 03	.....	.....	41
42	53 53	59 79	68 89	81 72	.....	.....	42
43	55 58	62 34	72 00	85 65	.....	.....	43
44	57 87	65 06	75 33	89 87	.....	.....	44
45	60 33	67 96	78 88	94 40	.....	.....	45
46	62 94	71 05	82 66	.....	.....	.....	46
47	65 71	74 33	86 68	.....	.....	.....	47
48	68 66	77 82	90 98	.....	.....	.....	48
49	71 78	81 53	95 55	.....	.....	.....	49
50	75 11	85 49	100 45	.....	.....	.....	50
51	78 65	89 69	.....	.....	.....	.....	51
52	82 41	93 56	.....	.....	.....	.....	52
53	86 43	94 17	.....	.....	.....	.....	53
54	90 69	104 05	.....	.....	.....	.....	54
55	95 23	109 53	.....	.....	.....	.....	55
773 56	100 08	.....	.....	.....	.....	.....	56
57	105 23	.....	.....	.....	.....	.....	57
58	110 76	.....	.....	.....	.....	.....	58
59	116 68	.....	.....	.....	.....	.....	59
60	123 03	.....	.....	.....	.....	.....	60

Joint-life table.

ANNUAL PREMIUM FOR TEN YEARS FOR $1,000 ON TWO LIVES, PAYABLE TO SURVIVOR ON DEATH OF EITHER.

Youngest age.	Number of years difference in ages.						Youngest age.
	0 yrs.	5 yrs.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	
20	59 67	62 13	65 41	69 52	75 12	82 39	20
21	60 53	63 11	66 49	70 93	76 61	84 27	21
22	61 43	64 24	67 61	72 21	78 23	86 20	22
23	62 38	65 13	68 61	73 56	79 88	88 23	23
24	63 33	66 20	69 98	74 97	81 61	90 32	24
25	64 63	67 32	71 23	76 43	83 44	92 49	25
26	65 39	68 47	72 52	78 00	85 11	94 76	26
27	66 45	69 65	73 85	79 60	87 31	97 12	27
28	67 59	70 88	75 25	81 31	89 37	99 57	28
29	68 75	72 16	76 72	83 09	91 51	102 08	29
30	69 96	73 48	78 25	84 95	93 71	104 80	30
31	71 24	74 85	79 87	86 89	95 71	107 25	31
32	72 47	76 28	81 56	88 92	98 40	110 51	32
33	73 64	77 76	83 31	91 00	100 89	113 57	33
34	75 17	79 31	85 16	93 19	103 48	116 81	34
35	76 59	80 92	87 10	95 45	106 19	120 23	35
36	78 08	82 48	89 11	97 81	109 04	123 80	36
37	79 61	84 11	91 20	100 27	112 00	.....	37
774 38	81 23	86 27	93 40	102 84	115 15	.....	38
39	82 91	88 24	95 68	105 55	118 45	.....	39
40	84 71	90 33	98 08	108 37	122 00	.....	40
41	86 57	92 49	100 60	111 35	125 72	.....	41
42	88 57	94 77	103 04	114 49	.....	.....	42
43	90 68	97 20	106 00	117 81	.....	.....	43
44	92 93	99 73	108 96	121 37	.....	.....	44
45	95 28	102 47	112 05	124 87	.....	.....	45
46	97 76	105 17	115 28	129 13	.....	.....	46
47	100 34	108 08	118 67	.....	.....	.....	47
48	103 03	111 13	122 29	.....	.....	.....	48
49	105 84	114 32	126 09	.....	.....	.....	49
50	108 79	117 69	130 13	.....	.....	.....	50
51	111 61	120 21	134 43	.....	.....	.....	51
52	115 09	124 93	.....	.....	.....	.....	52
53	118 49	128 87	.....	.....	.....	.....	53
54	122 07	133 05	.....	.....	.....	.....	54
55	125 83	137 51	.....	.....	.....	.....	55
56	129 79	142 24	.....	.....	.....	.....	56
57	134 00	.....	.....	.....	.....	.....	57
58	138 48	.....	.....	.....	.....	.....	58
59	143 28	.....	.....	.....	.....	.....	59
60	148 56	.....	.....	.....	.....	.....	60

Joint-life endowment-table.

ANNUAL PREMIUM FOR $1,000 ON TWO LIVES, PAYABLE AT DEATH OF THE FIRST OR IN—

	Ages.	10 yrs.	15 yrs.	20 yrs.	25 yrs.	30 yrs.	35 yrs.	40 yrs.
	20 x 20	114 00	73 61	54 25	43 50	36 92	32 30	30 33
775	25 x 20	114 38	74 06	54 86	44 15	37 80	33 78	31 23
	25	114 75	74 50	55 42	44 81	38 51	34 75	32 59
	30 x 20	114 91	74 68	55 61	45 09	38 89	35 74	33 17
	25	115 28	75 14	56 39	45 75	39 70	36 19	34 39
	30	115 80	75 76	56 94	46 71	40 88	37 63	35 96
	35 x 20	115 60	75 56	55 70	46 58	40 77	37 51	.....
	25	115 91	75 97	56 17	48 31	42 24	38 41	.....
	30	166 44	76 61	58 02	48 68	42 70	39 83	.....
	35	117 10	77 45	59 19	49 61	44 50	41 94	.....
	40 x 20	116 52	76 95	58 35	48 95	43 72	42 00	.....
	25	116 78	77 39	59 21	49 65	44 37	.....	.....
	30	117 36	77 98	59 89	51 52	46 16	.....	.....
	35	118 08	78 86	61 04	52 00	47 38	.....	.....
	40	119 03	80 23	62 90	54 32	50 19	.....	.....
	45 x 20	118 44	79 48	61 45	53 00	48 97	.....	.....
	25	118 78	79 94	62 57	53 75	.....	.....	.....
	30	119 16	80 45	63 74	54 56	.....	.....	.....
	35	119 79	81 48	65 65	56 75	.....	.....	.....
	40	120 94	82 90	66 14	58 28	.....	.....	.....
	45	122 42	83 26	69 38	62 19	.....	.....	.....
	50 x 25	121 98	83 83	67 62	.....	.....	.....	.....
	30	122 55	84 75	68 39	.....	.....	.....	.....
	35	123 20	85 59	72 40	.....	.....	.....	.....
	40	124 16	86 97	73 89	.....	.....	.....	.....
	45	126 09	89 56	79 82	.....	.....	.....	.....
	50	129 36	93 80	.....	.....	.....	.....	.....
	55 x 30	127 55	91 49	.....	.....	.....	.....	.....
776	35	128 22	92 13	.....	.....	.....	.....	.....
	40	129 21	93 20	.....	.....	.....	.....	.....
	45	131 30	97 14	.....	.....	.....	.....	.....
	50	134 54	100 39	.....	.....	.....	.....	.....
	55	139 56	107 02	.....	.....	.....	.....	.....
	60 x 35	136 15	.....	.....	.....	.....	.....	.....
	40	136 97	.....	.....	.....	.....	.....	.....
	45	139 12	.....	.....	.....	.....	.....	.....
	50	142 25	.....	.....	.....	.....	.....	.....
	55	147 63	.....	.....	.....	.....	.....	.....
	60	156 44	.....	.....	.....	.....	.....	.....

Ordinary life plan without dividends.

ANNUAL PREMIUM FOR $1,000, PAYABLE AT DEATH.

Age.	For life.	25 years.	20 years.	15 years.	10 years.	5 years.	Single paym'ts.
20	12 37	15 05	16 69	20 06	26 15	46 27	205 43
21	12 68	15 30	17 05	20 65	26 67	47 21	209 58
22	13 02	15 64	17 42	21 08	27 23	48 19	213 89
23	13 36	15 97	17 81	21 44	27 82	49 21	218 38
24	13 73	16 35	18 21	21 91	28 42	50 27	223 04
25	14 12	16 53	18 62	22 41	29 07	51 37	227 89
26	14 52	17 13	19 06	22 93	29 72	52 52	232 93
27	14 95	17 55	19 51	23 37	30 40	53 47	238 18
28	15 40	18 00	19 98	23 91	31 26	54 71	243 63
29	15 87	18 61	20 49	24 38	31 86	56 00	249 30
30	16 37	19 10	21 00	24 98	32 63	57 07	255 18
31	16 87	19 61	21 53	25 37	33 55	58 44	261 30
32	17 44	20 13	22 10	26 02	34 28	60 00	267 66
33	18 03	20 69	22 71	26 69	35 15	61 68	274 25
34	18 64	21 29	23 32	27 41	36 16	63 26	281 11
777 35	19 30	21 90	23 97	28 14	37 00	65 19	288 24
36	20 00	22 77	24 65	29 32	38 00	66 89	295 64
37	20 72	23 58	25 36	30 12	39 02	68 65	303 33
38	21 50	24 42	26 12	31 15	40 10	70 50	311 35
39	22 33	25 20	26 93	32 07	41 22	72 75	319 68
40	23 22	26 29	27 77	33 03	42 60	75 12	328 36
41	24 16	27 18	28 71	34 04	43 85	77 23	338 98
42	25 17	28 14	29 63	35 11	45 36	79 81	350 10
43	26 25	29 15	30 65	36 24	47 00	82 51	359 98
44	27 40	30 22	31 72	37 61	48 37	84 92	371 96
45	28 63	31 71	33 16	39 05	50 20	87 86	384 38
46	29 94	32 94	34 38	40 86	52 04	90 89	397 21
47	31 33	34 36	35 65	41 80	54 00	94 05	410 40
48	32 88	35 65	37 00	44 02	56 00	97 32	423 98
49	34 37	37 12	38 41	45 78	58 02	100 68	437 94
50	36 05	38 69	40 28	47 63	60 47	104 17	454 32
51	38 46	40 34	42 17	49 56	62 45	108 21	467 74
52	40 32	42 11	44 32	51 61	65 08	111 94	484 18
53	42 42	44 40	46 31	53 78	67 25	115 77	501 88
54	44 82	46 42	48 13	56 03	70 11	120 25	517 73
55	47 53	49 02	50 65	58 68	72 79	124 37	533 93
56	50 42	51 74	52 86	61 21	75 92	128 57	552 87
57	53 33	54 63	55 70	63 69	78 88	133 52	569 75
58	56 87	57 97	58 60	67 04	82 32	138 00	586 95
59	59 91	60 75	62 03	69 81	85 20	143 31	601 84
60	63 17	64 01	64 97	73 36	89 00	147 55	616 87

778 *Life-table with return of premiums.*

ANNUAL PREMIUM FOR $100, WITH ALL PREMIUMS ADDED, PAYABLE AT DEATH.

Age.	Premium.	Age.	Premium.	Age.	Premium.
20	18 58	34	29 26	48	65 05
21	19 08	35	30 20	49	69 89
22	19 63	36	31 52	50	75 19
23	20 23	37	32 96	51	80 77
24	20 87	38	34 54	52	86 86
25	21 56	39	36 14	53	93 51
26	22 28	40	38 20	54	100 81
27	23 06	41	40 04	55	108 93
28	23 85	42	42 55	56	117 88
29	24 70	43	45 19	57	127 81
30	25 54	44	48 00	58	138 59
31	26 51	45	50 68	59	149 87
32	27 63	46	53 61	60	161 42
33	28 96	47	57 09	.....	.....

This table and the foregoing are inserted more as a comparison with the participating rates than with the expectation that people will often desire insurance upon these rates, as the participating rates are so evidently to the advantage of the insured, if our past history is any criterion for the future. We accordingly expect that nearly all the policies will be issued on the participating plans. If, however, persons insist on these kinds of policies, they will be issued. These pre-
779 miums are payable in cash, and annually only. Persons choosing this table relinquish all dividends. After two years the policy may be converted into a full-paid policy for the amount of premiums paid, provided the full-paid policy be applied for and the old one surrendered within three months after the time to which the premium has been paid. But such partial policy will not be given after the three months have expired.

EXHIBIT 7.—U. CLARENCE BLAKE, *Examiner.*

Picture of the Northwestern Mutual Life-Insurance Co.'s building.

I. T. MARTIN,
General Agent, Davenport, Iowa.

780 EXHIBIT 8.—U. CLARENCE BLAKE, *Examiner.*

Statement of new policies issued by the Northwestern Mutual Life Insurance Company during the year 1870.

[Home-office, Milwaukee, Wis. Assets, January, 1871, nine million dollars. Heber Smith, vice-president; J. H. Van Dyke, president; Aug. Gaylord, secretary. Evening Wisconsin print, Milwaukee.]

New policies issued during the year.

States.	No.	Risk.	Premium.
Wisconsin	1,179	1,824,900	90,995 66
Indiana	921	1,801,183	75,502 72
Ohio	914	1,771,000	76,023 06
Illinois	749	1,954,200	93,395 57
Iowa & Nebraska	556	993,650	46,644 51
Pennsylvania	471	1,030,500	69,785 01
Minnesota	414	781,000	41,233 86
Michigan	398	597,900	36,558 17
New York	344	783,700	36,983 97
781 Kansas	316	647,500	30,139 20
Kentucky	280	735,500	31,659 28
Pacific coast	278	863,000	60,185 06
Tennessee	228	634,500	29,709 86
Missouri	192	481,000	23,432 63
Colorado	175	558,000	28,909 19
Alabama	86	272,500	14,548 06
Massachusetts	72	211,500	13,967 91
Maryland	52	194,500	9,768 49
Mississippi	41	198,000	9,290 14
Georgia	32	93,000	4,401 95
Florida	32	61,700	2,114 37
Maine	14	13,500	682 57
Arkansas	13	29,500	1,211 53
New Jersey	13	24,500	1,986 03
District of Columbia	11	38,000	2,587 40
Totals	7,781	$16,594,233	$831,516 20

Total income 1870, $3,670,370.07.

Statement of death-losses paid since organization.

Year.	No. of losses.	Amount paid thereon.
June 1st, 1860	2	3,500 00
" " 1861	4	6,500 00
" " 1862	5	6,800 00
" " 1863	12	19,200 00
" " 1864	19	25,500 00
" " 1865	45	55,650 65
Jan. 1st, 1866*	35	40,575 95
782 Jan. 1st, 1867	75	107,463 31
" " 1868	106	180,725 37
" " 1869	167	326,413 02
" " 1870	185	433,442 89
" " 1871	243	477,085 11
Total	898	1,692,856 30

* The fiscal year ending Jan. 1st, 1866, was only seven-twelfths of a year.

The Northwestern's ratio of expense to receipts for the year 1870 is 14.81.

Ratio of all companies in Massachusetts, (report for the year 1870,) 17.31.

The Northwestern's ratio of losses for the year 1870, to mean amt. insured, is .0076.

Ratio of loss to mean amount insured of 20 oldest companies in Massachusetts, (report for 1780,) .0095.

Statement showing growth of the company since organization.

Year.	Policies in force.	Amount insured thereby.	Assets at end of year.
June 1st, 1859*	137	408,800 00	9,324 52
" " 1860	414	962,100 00	25,494 06
" " 1861	785	1,544,000 00	55,031 01
" " 1862	1,584	2,370,650 00	103,395 37
" " 1863	2,285	3,076,150 00	162,257 82
783 June 1st, 1864	4,766	5,902,150 00	275,585 21
" " 1865	8,125	11,217,155 00	593,461 84
Jan. 1st, 1866†	10,749	15,041,082 00	906,420 22
" " 1867	14,799	22,517,043 35	1,748,759 14
" " 1868	21,380	36,539,332 53	3,141,726 12
" " 1869	27,887	50,039,744 97	4,755,418 57
" " 1870	31,816	59,608,674 63	6,757,532 36
" " 1871	35,107	65,186,706 98	8,991,766 48

* The fiscal year ending June, 1859, was only half a year.
† The fiscal year ending Jan., 1866, was only 7-12 of a yr.

Amount loaned at ten per cent. during the year 1870, $1,400,000.00.

Secured by bond and mortgage upon approved real-estate security worth from two to three times the amount loaned thereon.

The Northwestern holds a four per cent. reserve. Interest-receipts, 1870, $460,707.36.

784 EXHIBIT 9.—U. CLARENCE BLAKE, *Examiner.*

Petition to the legislature of the State of New York, signed by thirty-one presidents of leading New York companies, January, 1869.

We do respectfully represent to the honorable body, the senate and assembly of the State of New York, that the life-insurance companies organized in this State, represented by the undersigned, are laboring under great disadvantage in their business, in consequence of the enactment, retention, and enforcement of a law restricting the investment of their funds and accumulations in bonds and mortgages to unincumbered real estate, within the State of New York, and within fifty miles of the city of New York, and they do earnestly petition for the amendment of the said law, for the following reasons:

1. Because the restriction it imposes is entirely unnecessary and superfluous. Investment in bonds and mortgages can now be made with perfect safety in real estate of unquestionable permanent value in other States of the Union, and such investments yield a larger percent-
785 age of interest than they do in New York. The restriction, therefore, instead of enlarging the security of the companies, weakens it by lessening their profits and diminishing their income.

2d. Because it is impolitic and unwise. The insurance companies of this State (New York) derive the largest portion of their premiums from the other States, especially from those of the West, and the citizens of the latter are justly offended, and threaten to retaliate because the New York companies do not loan on their real estate a dollar of the millions annually drawn from the policy-holders of their section. To this consideration and certainty of obtaining a larger interest on capital are rightly attributed the creation in the West and elsewhere of a large and increasing number of insurance companies, competing at great advantage with those from New York. The latter are consequently losing some of their best customers.

3. Because it is materially injurious and morally prejudicial. The continued augmentation of capital in this State and city renders first liens on unincumbered real estate worth fifty per cent. more then
786 the sum loaned thereon, scarcer every year, and as they grow more difficult or impossible to obtain, the insurance companies of this State will be compelled to invest their capital and surplus in infeior or less profitable securities, or allow both to remain idle and unproductive.

4. Because it is unfair, unjust, and short-sighted. It is alike unfair and unujst to New York companies and their customers in other States, for it prevents the former from reciprocating favors they receive, from obliging and benefitting the latter, and from obtaining from the use of their capital a powerful and wholesome influence in the West. It deprives the citizens from sister States of the means they need for developing the resources of the country. It has created a strong and growing opposition to New York insurance companies, cut off from them an important source of income, and will, if retained permanently, impoverish, restrict, and impair their business.

5. It is illiberal, selfish, ungrateful, and contrary to the spirit of the age, and of American institutions.

(Signed by) F. S. WINSTON,
Pres't of Mutual Life-Ins. Co. of N. Y.
MORRIS FRANKLIN,
Pres't New York Life.
787 HENRY STOKES,
Pres't Manhattan Life.

ERASTUS LYMAN,
Pres't Knickerbocker Life.
H. B. HYDE,
Vice-Pres't Equitable Life.
W. H. PECKMAN,
Pres't Guardian Mutual Life.
CYRUS CURTISS,
Pres't Washington Life.
WALTER GRIFFITH,
Pres't Home Life.
HUGO WESENDONCK,
Pres't Germania Life.
THEO. R. WETMORE,
Vice-Pres't Security Life.
N. D. MORGAN,
Pres't North American Life.
PLINY FREEMAN,
Pres't Globe Mutual Life.
CHARLES H. RAYMOND,
Pres't Widows and Orphans' Benefit Life.
J. O. HALSEY,
Vice-Pres't National Life.
C. W. BOUCK,
Pres't Brooklyn Life.
WILLIAM WALKER,
Pres't Universal Life.
ROBERT BAGE,
Pres't Great Western Life.
JUSTICE LAWRENCE,
Pres't Continental Life.
GEORGE L. WILLARD,
Pres't World Mutual Life.
SIDNEY WARD,
Secretary Excelsior Life.
JAMES L. DAWES,
Vice-Pres't Stanard Life.
JAMES R. DOW,
Pres't Metropolitan Life.
WM. H. LUDLOW,
Pres't American Tontine Life Savings.
LEMUEL BANGS,
Pres't Asbury Life.
M. H. SMITH,
Pres't E'lectic Life.
F. A. FREEMAN,
Secretary Mutual Protection Life.
D. D. T. MARSHALL,
Pres't Homœopathic Mutual Life.
EDWARD A. LAMBERT,
Pres't Craftmen's Life.
788 E. DWIGHT KENDALL,
Vice-Pres't Amicable Mut. Life.
G. HILTON SCRIBNER,
Pres't Empire Mutual Life.
HENRY A. JONES,
Pres't Hope Mutual Life.

No change having been made in the law complained of, and it being admitted that New York companies cannot realize more than seven per cent. on their loans, while western companies can obtain ten per cent. on equal security, mortality and economy of management being equal, the following example illustrates the difference between New York and western companies:

$100 annually for 30 years, at 10 per cent. compound interest, amounts to	$18,994 34
$100 annually for 30 years, at 7 per cent. compound interest, amounts to	$10,107 30
Difference on annual deposit of $100 for 30 yrs. in favor of western companies	$8,887 04

789 EXHIBIT 10.—U. CLARENCE BLAKE, *Examiner.*

[J. H. Van Dyke, president; Heber Smith, vice president; A. W. Kellogg, secretary; C. D. Nsh, trea urer. Office of Northwestern Mutual Life-Insurance Company, No. 416 Main street, Milwaukee.]

A card.

Life-insurance companies are organized upon three different plans, to wit:

1st. Upon the purely mutual plan, of which the Northwestern Mutual is a true model. Such a company is an association of policy-holders, managed by men selected by themselves, from themselves, for their own benefit, in which each one is a partner, and entitled at any time to a share of the company's funds. All its arrangements are made for the advantage of its members, to secure exact equity between them, having the interest of each individual member always in view.

The following is a list of the purely mutual cos.: Northwestern Mutual; Mutual of New York; Mutual Benefit; New York Life; Conne'ticut Mutual; National Life of Vt.; New England Mutual; Massachusetts Mutual; Berkshire.

790 2nd. Upon the stock plan. In a stock company the business is carried on by stockholders, who invest their money for the profit to be realized. All the surplus arising from the earnings of the premiums paid by policy-holders goes to stockholders. If the business did not pay, capital would not be invested.

The leading stock companies are:

The National Life-Ins. Co. of the U. S.

The Universal " " " " New York.

The Travelers Insurance Co. of Hartford.

3rd. Upon the mixed plan, (part stock and part mutual.) Most of the companies now doing business are of this kind; these, like all stock companies, are under the entire control of the parties holding the stock. True, in some of the companies they allow the policy-holders to vote for directors, provided they will vote for some one of the stockholders. They have also a clause in their charter providing for a dividend of the surplus; first, to the stockholders, and then the remainder, if any, to the policy-holders.

A list of the leading companies of this class is presented below, with the amounts paid by each to stockholders since organization to the close of 1867. (See N. Y. Ins. Com. Reports, 1868.)

791 Date of organization.	Name of company.	Amount of capital stock.	Amount paid to stockholders since organization.
1853	Ætna	60,600 paid up 89,400 stock'ds' notes	$213,000 00
1866	Atlantic Mutual	110,000	5,133 12
1851	Berkshire	Capital stock claimed to have been paid back in 1867.	82,017 81
1864	Brooklyn	125,000	34,375 00
1850	Charter Oak	150,000 paid up 50,000 stock'd's' notes	118,000 00
1866	* Continental of N. Y.	100,000	.....
1865	Connecticut General	251,000	In '67, 15,000
1866	† Economical Mutual	100,000 paid up 100,000 stock'd's' notes	.....
1864	Globe Mutual	100,000	22,029 27
1859	‖ Guardian Mutual	125,000	78,731 69
1835	Great Western	115,000	11,475 00
1860	Germania	200,000	98,000 00
1860	Home	125,000	95,472 95
1865	Hahnmann	200,000	In '67, 14,600
1853	Knickerbocker	100,000	139,310 75
1850	Manhattan	100,000	286,000 00
1851	Massachusetts Mutual	Capital stock claimed to have been paid back in 1867.	81,166 67
1862	North America	100,000	83,000 00
1848	National, of Vermont	Capital stock claimed to have been paid back in 1867.	46,731 16
1863	National of New York	130,000	9,569 25
1863	New Jersey Mutual	125,000	7,000 00
1851	Phœnix Mutual	16,000 paid up 84,000 stock'd's' notes	90,000 00
1862	Security	110,000	37,000 00
1850	United States	100,000	202,825 55
1848	§ Union Mutual	100,000 stock'd's' notes	In 1867, 29 70
1866	‖ World Mutual	200,000	.....

792 * No report made of amount paid to stockholders, but by provisions of charter they are entitled to one-eighth of the profits each year in addition to interest on capital.

† One-fifth of net profits applied to payment of stockholders' notes.

§ This company has an unpaid note capital of $100,000, upon which, without receiving any interest, the company pays an interest of 3 to 6 per cent. per annum. No detailed statement was returned to insurance commissioner.

‖ Charter amended in 1867, so that stockholders receive only legal interest.

WOULD-BE MUTUALS.

Below will be found a list of companies who advertise, and on all books, circulars, & etc., represent themselves as purely mutual. Their claims to mutuality are based on the simple fact that their stockholders do not receive any per cent. of the profits of the company, taking only legal interest on their capital stock. These companies are controlled by stockholders, who alone are eligible for directors, and therefore little, if any, more entitled to be recognized as mutual companies than other stock or mixed companies. A purely mutual co. has no capital stock or stockholders.

793 Name of company.	Amount of capital stock.	Amount paid to stockholders in year 1867.
Equitable	$100,000 00	†$9,764 83
Guardian Mutual	125,000 00	8,750 00
Washington	125,000 00	†10,261 81
Widows' and Orphans'	200,000 00	†21,274 75
John Hancock	100,000 00	6,471 50
Standard	125,000 00	†*10,261 81

*Not reported among expenditures in 1867, but charter allows stockholders to draw out that amount.

† Currency value of interest paid in gold.

In all these kinds of companies, except the purely mutual, owing to the natural desire for large returns upon their capital, it is evident that the stockholders have an interest seperate from, and ofttimes conflicting with, that of the policy-holders; and the stockholders, however well intentioned they may be, having control, will be likely to use it for their own benefit. Besides, this stock is transferable in the market, and though at the outset in the hands of responsible parties, it is liable to get into the pos'session of those who would use the power it gives for their own selfish purposes. Experience has shown that the rates
794 of life-insurance are so well established that the capital furnished runs no appreciable risk, and all that is divided with the stockholders for the use of their capital is an unnecessary expense to the insured.

[Sentinel printing-house.]

795 EXHIBIT 11.—U. CLARENCE BLAKE, *Examiner.*

Life-insurance in Iowa.

The following is a list of life-insurance companies doing business in Iowa in 1869, with their gross premium receipts for that year. (See Iowa insurance reports.)

Northwestern, Milwaukee	$224,273 67
Ætna, Hartford	20,157 84
American, Philadelphia	859 61
American Tontine, N. Y	7,981 00
Asbury, N. Y	1,829 33
Berkshire, Pittsfield	639 26
Brooklyn, 1868, (1869 not reported,) Brooklyn	1,607 69
Charter Oak, Hartford	34,583 79
Conn. Mutual, Hartford	209,035 71
Continental, Hartford	9,280 50
Continental, New York	40,722 97
Craftsman's N. Y	7,645 00
Equitable, 1868, (1869 not reported,) N. Y	79,767 32
Equitable, Des Moines	23,009 94
Germania, N. Y	8,888 99
Great Western, Chicago	5,982 44
Globe, N. Y	8,266 00
Hahnemann, Cleveland	4,465 89
Home, 1868, (1869 not reported,) Brooklyn	8,724 00

	Homœ'pathic, N. Y.	877 51
	Knickerbocker, N. Y.	17,133 75
	Life Association of America, St. Louis	2,599 13
796	Manhattan, N. Y.	7,666 89
	Metropolitan, N. Y.	4,108 94
	Missouri Mutual, St. Louis	523 21
	Mutual Life, N. Y.	95,305 35
	Mutual Life, Chicago	47,816 67
	Mutual Benefit, Newark	98,774 58
	National, Washington, D. C.	6,760 00
	N. England Mutual, '68, ('69 not rep't'd,) Boston	35,537 61
	N. Jersey Mutual, '68, ('69 not rep't'd,) Newark	418 58
	North America, '68, ('69 not rep't'd,) N. Y.	1,887 97
	New York Life, N. Y.	36,988 70
	Pacific Mutual, San Francisco	290 50
	Security, N. Y.	60,709 29
	Standard, N. Y.	73 03
	Travelers, Hartford	8,291 14
	United States, '68, ('69 not reported,) N. Y.	476 51
	Universal, N. Y.	4,048 39
	Washington, N. Y.	67,935 33

The foregoing exhibit shows the Northwestern did about one-fifth of all the business done in Iowa in 1869, and about one-fourth as much as the thirty-nine competing companies. The company is mutual, its plans equitable, its practices rigidly economical, mortality considerably below the average of American companies.

Lends its cash premium at ten per cent. interest, and holds its reserve on a four per cent. basis. Loans made and losses paid in Iowa
797 are about equaling premium receipts. Thorough energetic men, of unquestionable integrity, wanted as agents, in Iowa and Nebraska.

I. T. MARTIN,
State Agent, Merchants' Block, Third st., Davenport, Iowa.

[Democratic print, Davenport, Iowa.]

798 EXHIBIT 12.—U. CLARENCE BLAKE, *Examiner.*

Northwestern Mutual Life-Insurance Company.

Premium receipts in Iowa, in 1869, $224,273.67. Being from about two and one-half to more than fifty times the amount received by any other company but one, and leading that by about $20,000.

Lends its cash premiums at ten per cent. interest.

Loans made and losses paid in Iowa are about equaling premium receipts.

I. T. MARTIN,
State Agent, Davenport.

C. W. COPELAND,
Special Agent for Iowa and Nebraska.

799 EXHIBIT 13.—U. CLARENCE BLAKE, *Examiner.*

Northwestern Mutual Life-Insurance Co.

Losses paid since organization of company	$1,700,000
Receipts, 1870	$3,670,370 07

Loaned at 10 per cent. interest, 1870 ..... $1,500,000 00
Loaned in Iowa $130,000
Assets, January 1st, 1871 ..... $9,000,000 00

I. T. MARTIN,
State Agent, Davenport, Iowa.

C. W. COPELAND,
Special Agent for Iowa & Nebraska.

800 [The Observer.]

* * * * * * *

EXHIBIT 14.—U. CLARENCE BLAKE, *Examiner.*

We are glad to note the fact that the Rev. C. W. Copeland has been appointed special agent and attorney for Iowa and Nebraska for the Northwestern Mutual Life-Insurance Company. That company has been peculiarly fortunate in securing the services of such a' energetic man as Mr. Copeland.

We wish both the company and its agent much success.

* * * * * * *

801 EXHIBIT 15.—U. CLARENCE BLAKE, *Examiner.*

To the executive committee of the Northwestern Mutual Life-Ins. Co.

GENTLEMEN: I desire to obtain from your company a loan of $10,000, for 3 years from May 1st, 1871, upon bond and mortgage of the following-described property, situated in Cedar Rapids, in the county of Linn, and State of Iowa, viz: *Lots 8, 9, & 10, in block 33, in the city of Cedar Rapids, Iowa, each lot 60 by 140 feet=180×140.

Buildings.—Two-story brick, with mansard roof, 44×54 ft., (residence;) wood barn with wings, all about 36×62.

Cash value of the real estate without buildings $8,000
Cash value of buildings $20,000

Total $28,000

The buildings are insured for (no insurance on barn) 13,000. My life is not insured. My wife's name is Sarah A. Angle. Dec. 26th, 1870.

802 (Signed, name in full.) H. G. ANGLE.
Post-office address, *Cedar Rapids, Linn Co., Iowa.*

(Reverse.)

(Leave these lines blank.)

ANGLE, Hon. H. G.,
Cedar Rapids, Iowa.

Application for loan from the Northwestern Mutual Life-Insurance Co.

Amount $10,000
Time ..... 3 years.

* Insert a full and complete description of the premises, so as to identify them with certainty; describe by metes and bo'nds, if necessary to do so. If property is described by lot & block, state the size in feet: in other cases the No. of acres; describe the buildings, their size, & whether of stone, brick, or wood.

Property.—3 lots in Cedar Rapids, Iowa.

Referees' valuation of land	$8,000
Referees' valution of buildings	$20,000
Total	$28,000
Insurance on buildings	$13,000

Applicants' life insurance in this company not insurable.

Voted	18
Declined	18

Voted Feb'y 25th, on the residence, property, and the 11 lots, and the one lot. See his letter on or before May 10th; accepts.

803 EXHIBIT 16.—U. CLARENCE BLAKE, *Examiner.*

[Northwestern Mutual Life-Insurance Company. 401, 403, 405, 407, 409, Broadway, corner Wisconsin street.]

MILWAUKEE, *March*, 1871.

Hon. H. G. ANGLE,
Cedar Rapids, Iowa.

DEAR SIR: Your application for a loan from this company of $10,000 is accepted by the executive committee for that amount, provided you will include in the mortgage all the property mentioned in your application & letters, viz: The residence, also lot No 2, blk. 24, and also the eleven business lots, of 20 ft. front each, to be paid you, during or before the month of May, provided your securities are perfected and the title proves satisfactory. Please inform us immediately whether we shall place this on our list of engagements.

To perfect the matter we require, and you had better send at once, an abstract of title, beginning with the entry from Government, and continue to present time; also certificates of the proper officers that there are no judgments, taxes, mechanics' liens or other incumbrance on the property.

804 When the abstract and certificates aforesaid are received, the compan*ies* attorney will examine them, and if found correct will draw the bond and mortgage, which will be forwarded to you for execution.

All necessary expenses in the matter, except recording the mortgage, must be paid by you; interest will be charged from the day the money is paid at, or forwarded from, this office.

Yours, truly,

J. H. VAN DYKE,
President.
FARNHAM.

Return, Copeland.

805 EXHIBIT 17.

Know all men by these presents that I, H. G. Angle, of Cedar Rapids, Linn County, State of Iowa, am held and firmly bound unto the Northwestern Mutual Life-Insurance Company in the sum of twenty thousand ($20,000) dollars, lawful money of the United States of America, to be paid to the said The Northwestern Mutual Life-Insurance

Company, or to its certain attorney, successors, representatives, or assigns, to which payment, well and truly to be made, I bind myself, my heirs, executors, and administrators, and each and every one of them, firmly by these presents, sealed with my seal, and dated the first day of May, in the year of our Lord one thousand eight hundred and seventy-one.

The conditions of this obligation *is* such that if the above-bounder H. G. Angle, his heirs, executors, administrators, or any of them, shall well and truly pay, or cause to be paid, unto the above-mentioned
The Northwestern Mutual Life-Insurance Company, or to its cer-
806 tain attorney, successors, representatives, or assigns, the first
and full sum of ten thousand ($10,000) dollars, at the expiration of three (3) years from the date of these presents, with interest thereon until paid, at the rate of ten per centum per annum, payable semi-annually on the first day of January and July in each and every year; both principal and interest payable at the office of said company, in the city of Milwaukee, in the State of Wisconsin, and shall, on or before the first day of May in each and every year, procure and deliver to said company, at its office in the said city of Milwaukee, duplicate receipts of the proper officers, for the payment of all taxes levied or assessed on the premises covered by the mortgages hereinafter mentioned for the preceding year.

And in case of the non-payment of any sum of money, either of the said principal sum or interest thereon, or any taxes or insurance money
which may become payable according to the covenants of the
807 mortgages, bearing even date herewith, executed by the said
H. G. Angle, and Sarah A. Angle, his wife, to the said The Northwestern Mutual Life-Insurance Company, then, and in such case, the whole amount of said principal sum shall, at the option of the said Northwestern Life-Insurance Company, the successors, representatives, or assigns, be deemed to have become due and payable, and the same, with interest thereon at the rate aforesaid, shall thereupon be collectable in a suit at law, or by a foreclosure of the said mortgage, in the same manner as if the whole of said principal sum had been made payable at the time when any such failure in any payment shall occur as aforesaid. And if, on such election being made, the said H. G. Angle shall then pay the whole sum above mentioned and interest thereon as aforesaid, and the sums, if any, which shall become due and payable according to the terms of said mortgage, without any fraud or other
delay, then this obligation to be void and of no effect; otherwise
808 to remain in full force and virtue. No payment of the principal
of this bond shall be deemed valid except upon the joint receipt of the president and the secretary of the said company. The mortgage above mentioned given to secure the payment of this bond is duly stamped.

H. G. ANGLE. [SEAL.]

Sealed and delivered in presence of—
C. W. COPELAND.
S. B. GAULT.

(On the reverse:) No. 1032. H. G. Angle to The Northwestern Mutual Life-Insurance Co. Bond. Dated the 1st day of May, 1871.

809 [U. S. inter. rev. two cents. H. G. A., 5—10. 1871. U. S. inter. rev.]

EXHIBIT 18.

$10,000.] CEDAR RAPIDS, *May 12th*, 1871.

To Northwestern Mutual Life-Insurance Co. Pay to Rev. C. W. Copeland, agent, ten thousand dollars, on account of bond and mortgage, in current funds.

H. G. ANGLE.

"Current funds," in different colored ink.

E. [C. Jennings, May 16. Paid cashier. Exhibit 18. U. Clarence Blake, examiner.

810 EXHIBIT 19.

[BLANK No. 1.] [513.

THE WESTERN UNION TELEGRAPH COMPANY.

The rules of this company require that all messages received for transmission shall be written on the message blanks of the company, under and subject to the conditions printed thereon, which conditions have been agreed to by the sender of the following message:

ANSON STAGER,
Gen'l Sup't, Chicago, Ill.
WILLIAM ORTON, *Prest.*
O. H. PALMER,
Sec'y, New York.

207. Pst. m.

Dated Milwaukee, 26, 1871. Received at Chicago, May 26.

To H. G. ANGLE,
Sherman House.

We have order, bond, mortgage, policies of fire-insurance, and order were delivered at time money was paid.

JOHN H. VANDYKE, *Prest.*

18 collect. 41. Jn. Exhibit 19. U. Clarence Blake, examiner.

811 EXHIBIT 20.

CEDAR RAPIDS, *Dec. 26th*, 1870.

MY DEAR MARTIN: Hon. H. G. Angle, one of the wealthiest and most influential citizens of this city, (and candidate for governor at the next election,) desires to borrow $10,000 of the N. W. Co. for 3 or 5 years, on the most undoubted security, (located in the very heart of the city;) will give any security asked, and desired me to work the matter up for him. I have no blanks for application for loans; will you please send them so that I can make an early application? Mr. Angle could do without the money for 60 or 90 days, but would like to know that it was comming at that time, so as to have a place to put his hand for the amount.

I find that I shall not be able to leave Cedar Rapids before the middle of Jan., say the 20th or so, as I desire to help out until my suc-

cessor is appointed, and my next (& last) quarterly meeting occurs
812 the 15th, and it is desired that I stay until then. I hope it will make no difference to you.

Please answer at once, and oblige, etc.

C. W. COPELAND.

P. S. Wife is sick with sore throat, and baby has the ear-ache. Hope your family are well.

C. W. C.

813 EXHIBIT 21.

CEDAR RAPIDS, IOWA, *Jan. 2nd*, 1871.

DEAR MARTIN: I enclose papers for H. G. Angle, and hope he may get a loan. He is a man of such undoubted standing and influence that it will be a first-class investment for the co. for the sake of his influence in its favor, which will be sure to follow. His wealth, business reputation, & etc., is such as to place him at the head of the representative men of this place.

Any other security required would be furnished by him if this is not satisfactory.

I hope you will use your influence to secure the loan for him.

Yours, &c.,

COPELAND.

814 EXHIBIT 22.

CEDAR RAPIDS, IOWA, *Feby.* 13, 1'71.

To the Northwestern Life-Ins. Co., Milwaukee, Wis.

In addition to lots 8, 9, & 10, blk. 33, C. Rapids, with the dwelling thereon worth $28,000, I offer lot No. 2, blk. 24, being 60 ft. × 140, & worth $100 per ft. front=$6,000.

Or, if preferred by the co., I will substitute for the dwelling 11 business lots of 20 ft. front each. The ground, irrespective of the buildings, being worth over $22,000, while the buildings are worth over $4,000. The ground-rent and buildings bring me an annual rental of $1,200.

Resp'y,

HORATIO G. ANGLE.

815 (Reverse:)

CEDAR RAPIDS, *Feb.* 13, 1871.

We, the undersigned, concur in the valuation of lot No. 2, block 24, city of Cedar Rapids, as set forth in Mr. Angle's statement on the other side of this sheet; also the valuation of the other property indicated.

C. W. COPELAND, *Agt.*
N. B. BROWN.
W. W. WALKER,
Prest. 1st Natl. Bk.
W. W. SMITH.
S. C. BEVER.

816 EXHIBIT 23.—U. CLARENCE BLAKE, *Examiner.*

TREMONT HOUSE, BOSTON,
Saturday Night, April 8, 1871.

C. W. COPELAND,
Cedar Rapids, Iowa.

DEAR SIR: You doubtless got the abstracts of my property I left

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Prest. 1st Natl. Bk.
W. W. SMITH.
S. C. BEVER.

816 EXHIBIT 23.—U. CLARENCE BLAKE, *Examiner.*

TREMONT HOUSE, BOSTON,
Saturday Night, April 8, 1871.

C. W. COPELAND,
Cedar Rapids, Iowa.

DEAR SIR: You doubtless got the abstracts of my property I left

with Mrs. C. going to Chicago on Monday night last, intending to return home on Tuesday night. I did not think to call and see you, having to come on here. I may stay a week or more. In the mean time please see to it that I get the loan spoken of on the 1st prox., as we talked of. I am counting on it in the first week of May. To show what an exorbitant demand for security the ex. com. of the co. made of me, I will call your attention to the sale by Fleek to Greene of the poorest corner—120 ft.—without a building or anything of value upon it, at $9,500. My corner opposite, 120 ft. front, has $4,000 worth of
817 buildings upon it at the least, and is worth more money without buildings; and the opposite corner, 100 ft., I was offered $100 per foot for two years since. But it does not matter very much, except he does not like to mortgage his homestead or lock up his property unnecessarily.

In haste to your friend,

H. G. ANGLE.

818 EXHIBIT 24.

[J. H. Van Dyke, president; Heber Smith, vice-prest.; Aug. Gaylord, secretary; I. T. Martin, State agent, Davenport, Iowa. Northwestern Mutual Life-Insurance Co, home office, Broadway, cor. Wisconsin st., (printed note-head,) Milwaukee, Wisconsin, C. W. Copeland, special agent for Iowa and Nebraska.]

CHARLES CITY, *March* 31, 1871.

I. T. MARTIN, Esq.

DEAR BRO. M.: I enclose the abstracts of title to the property proposed to be mortgaged to the co. by Hon. H. G. Angle.

It is all straight, as you see. Lots 8, 9, 10, block 33, are the residence property; lot 2, block 24, is the lot spoken of in 2nd app.; and the lots 6, 7, in block 16, are the 11 business lots of 20 ft front each by 140 ft.
819 deep; lot 1, block 24, does not appear in Mr. Angle's app. or letter to co., but seems to be included in the abstract. The co. can leave it out of mortgage or include it, just as they please.

Mr. A. will furnish an assigned fire-policy on residence, if required when mortgage is received for execution, and send it on with the papers.

Very truly, &c.,

C. W. COPELAND,
"*Special.*"

P. S.—Mr. Angle would like to know what day in May he can have the money. Please address and send papers to me, as Mr. A. is out of town much of his time, and desired me to attend to the matter.

C. W. COPELAND.

P. S. No. 2.—Send all policies & etc. to the Rapids. I will get them sooner.

820 EXHIBIT 25.—U. CLARENCE BLAKE, *Examiner.*

CEDAR RAPIDS, *Dec.* 26, 1871.

MY DEAR MARTIN:

Hon. H. G. Angle, one of the wealthiest and most influential citizens of this city, (and candidate for governor at the next election,) desires to borrow $10,000 of the N. W. Co. for 3 or 5 years on the most undoubted security, (located in the very heart of the city;) will give any security asked, and desired me to work the matter up for him. I have no blanks for applications for loans; will you please send them so I can make an early application?

Mr. Angle could do without the money for 60 or 90 days, but would like to know that it was coming at that time, so as to have a place to put his hand for the amount. I find that I shall not be to leave Cedar Rapids before the middle of Jan., say the 20th, or so, as I desire to help out until my successor is appointed, and my next (and
821 last) quarterly meeting occurs the 15th, and it is desired that I stay until then. Hope it will make no difference to you.

Please answer at once and oblige, etc.,

C. W. COPELAND.

P. S.—Wife is sick with sore-throat, and baby has the earache. Hope your family are well.

C. W. C.

822 EXHIBIT 26.—U. CLARENCE BLAKE, *Examiner.*

CEDAR RAPIDS, IOWA, *Jan. 2nd*, 1871.

DEAR MARTIN: I enclose papers for H. G. Angle, and hope he may get a loan; he is a man of such undoubting standing and influence, that it will be a first-class investment for the co., for the sake of his influence in its favor, which will be sure to follow. His wealth, business reputation, etc., is such as to place him at the head of the representative men of this place.

Any other security required would be furnished by him if this is not satisfactory. I hope you will use your influence to secure the loan for him.

Your', &c.,

COPELAND.

823 EXHIBIT 27.—U. CLARENCE BLAKE, *Examiner.*

[Charter in 1857. Charter perpetual. Agency of the Northwestern Mutual Life-Insurance Company, home office, Broadway, cor. Wisconsin st., Milwaukee, Wis. I. T. Martin, State agent. Exhibit 27.]

DAVENPORT, IOWA, *January 3rd*, 1871.

J. H. VAN DYKE, *Pres.*

DEAR SIR: I hand you herewith app. for loan of $10,000, from Hon. H. G. Angle, of Cedar Rapids, Iowa. He is a man of wealth and influence; will probably be a candidate for governor at our next election.

The appraisers are entirely reliable and competent; better could not have been chosen. I fully concur in what Copeland says (see letter) as to the value of the loan, and recommend it. As he don't want the money till May 1st, I trust the com. may be pleased to vote it.

Let us hear from it soon as practicable.

Respectfully,

I. T. MARTIN.

824 EXHIBIT 28.—U. CLARENCE BLAKE, *Examiner.*

Loan application of Hon. H. G. Angle, of Cedar Rapids, Ia.

OFFICE OF THE
NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
(*b*) *Milwaukee, Jany.* 28, 1871.

I. T. MARTIN, Esq.,
Davenport, Iowa.

D'R SIR: It would appear desirable to make Mr. Angle a loan, but the enclosed application does not meet the views of the committee. Too

large a proportion of the total value is represented by the buildings, and being a residence is an expensive piece of property, which would not probably sell for its cash , purchasers for such property being rare.

If he will add other property, or furnish different security, we would be glad.

Resp'y,

W. H. FARNHAM,
Asst. Cashier.

825 EXHIBIT 29.

[Charter in 1857. Charter perpetual. Agency of the Northwestern Mutual Life-Insurance Company, home office, Broadway, cor. Wisconsin st., Milwaukee, Wis. J. H. Van Dyke, president; Heber Smith, vice-president; Aug. Gaylord, secretary; I. T. Martin, State agent.]

DAVENPORT, IOWA, *Feby.* 16*th*, 1871.

J. H. VAN DYKE, *Pres.*

DEAR SIR: I return app. by Hon. H. G. Angle for loan of $10,000, together with communication from him under date of Feby. 13, 1'71. If satisfactory to the com. he will prefer to add lot No. 2, blk. 24, valued at $6,000. You will notice the appraisers fully concur in his representation of value. I think this will make security beyond a peradventure, said lot being a first-class business lot, and the valuation is just what he can sell it for in cash, as I am reliably informed.

We are about making an effort to open a good work there, and
826 I know this will help us much, but would not reccommend it on this acct. If acceptable said lot will be included in app. and considered so, vice versa.

Let us hear from *from* this at an early day, if you please.

Yours, truly,

I. T. MARTIN.

Exhibit 29. U. Clarence Blake, examiner.

827 EXHIBIT 30.—U. CLARENCE BLAKE, *Examiner.*

[J. H. Van Dyke, president; Heber Smith, vice-pres't; Aug. Gaylord, sec.; C. D. Nash, treasurer. Agency of the Northwestern Mutual Life-Insurance Co., home office, Milwaukee, Wis. I. T. Martin, State agent for Iowa and Nebraska.]

DAVENPORT, IOWA, *March* 21*st*, 1871.

J. H. VAN DYKE, *Pres.*

DEAR SIR: Hon. H. G. Angle, of Cedar Rapids, accepts the loan as voted him, and will prepare abstracts, &c., soon as practicable.

Yours, truly,

I. T. MARTIN.

Please state definitely the day on or before which the money can be had, and make it as early as you can.

The loan is a splendid one for co., I think.

828 EXHIBIT 31.—U. CLARENCE BLAKE, *Examiner.*

[J. H. Van Dyke, president; Heber Smith, vice-pres.; Aug. Gaylord, secretary; I. T. Martin, State agent, Davenport, Iowa; Northwestern Mutual Life-Insurance Company, home office, Broadway, cor. Wisconsin st., Milwaukee, Wis.; C. W. Copeland, special agent for Iowa and Nebraska.]

CHARLES CITY, *Mar.* 31, 1871.

I. T. MARTIN, Esq.:

DEAR BRO. M.:—I enclose the abstracts of title to the property proposed to be mortgaged to the com. by Hon. H. G. Angle.

It is all straight as you see—lots 8, 9, 10, block 33, are the residence property. Lot 2, block 24, is the lot spoken of in 2nd app., and the lots 6, 7, in block 16, are the 11 business lots of 20 ft. front each by 140 ft. deep.

Lot 1, block 24, does not appear in Mr. Angle's app. or letter to co. but seems to be included in the abstract. The company can leave
829 it out of the mortgage or include it, just as they please.

Mr. Angle will furnish an assigned fire-policy on residence if required, when mortgage is received for execution, and send it on with the papers.

Very truly, &c.,

C. W. COPELAND,
"*Special.*"

P. S.—Mr. Angle would like to know what day in May he can have the money. Please address and send papers to me, as Mr. A. is out of town much of his time, and desired me to attend to the matter.

C. W. COPELAND.

P. S.—Send all policies, andc', to the Rapids. I will get them sooner.
Exhibit 31.

830 EXHIBIT 32.

OFFICE OF THE
NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
Milwaukee, April 13, 1871.

I. T. MARTIN, Esq., *Davenport, Iowa:*

D'R SIR: We return herewith Hon. H. G. Angle's abstract of title; also atty.'s letter setting forth the difficulties presented. Please return the papers with corrections and explanations soon as practicable.

Would like Mr. Angle's written statement that lots 6 & 7, in block 16, are identical with the eleven business lots of 20 ft. front each, mentioned (but not located) in his letter of 13th of Feby., 1871.

W. H. FARNHAM,
Asst. Cshr.

Exhibit 32. U. Clarence Blake, examiner.

831 EXHIBIT 33.—U. CLARENCE BLAKE, *Examiner.*

[H. L. Palmer, D G. Hooker, F. W. Pitkin. Law office of Palmer, Hooker and Pitkin, Northwestern Life-Insurance Co.'s buildings. Please return this letter with corrected papers.]

MILWAUKEE, *April* 10, 1871.

J. H. VAN DYKE, Esq.,
President, &c.:

DEAR SIR: The abstract furnished by H. G. Angle purports to give

the title to lot 7 and N. E. 40 ft. of block 16, Cedar Rapids. The abstract, however, shows that Mr. Angle has title to lot 6, and all of lot 7, except the S. W. 20 feet.

We were led to conclude that there is a mistake in the deed of Angle to Isham, (last conveyance in abstract,) or in the heading at middle of second page.

Second. The loan was voted upon the supposition that Mr. Angle owned the whole of both lots. It appears from the abstract that he does not own 20 feet of one of them.

Yours, truly,

PALMER, HOOKER & PITKIN.

Seifert & Lawton, Milwaukee.

Exhibit 33.

832 EXHIBIT 34.—U. CLARENCE BLAKE, *Examiner*.

CEDAR RAPIDS, *April* 20, 1'71.

NORTHWESTERN INS. CO.:

GENTS: The abstract, as corrected, shows all of lot 6 and 40 ft. of lot 7, in block 16, as owned by me, which is correct.

The eleven business lots mentioned in my letter of Feb'y 13 are identical with lots 1, in blk. 24, and 6 and 40 ft. of 7, in blk. 16, which makes the security as follows:

Lots 8, 9, 10, in block 33. (Residence.)

Lot 2, block 24.

Lots 1 in 24, and 6 and 40 ft. of 7 in 16, being 11 business lots of 20 ft. front each.

Very truly, &c.,

H. G. ANGLE.

Exhibit 34.

833 EXHIBIT 35.—U. CLARENCE BLAKE, *Examiner*.

This agreement, made the first day of February, A. D. 1871, between Charles W. Copeland, of Cedar Rapids, Linn Co., Iowa, and Isaac T. Martin, of Davenport, Scott Co., Iowa, as agent of the Northwestern Mutual Life Ins., witnesseth, that the said Charles W. Copeland has been appointed an agent for the said Martin to solicit applications and collect premiums for insurance, and to transact such other business connected with life insurance as the said Martin may from time to time direct, with full powers as attorney and agent to so transact business in the State of Iowa and Nebraska, for the time of one year from the first day of February, A. D. 1871, to the first day of February, A. D. 1872. And that the said Charles W. Copeland shall receive as full pay and compensation for such service as he may so render the sum of eighteen hundred (1,800) dollars, lawful money.

And the terms of this contract are such that it is understood
834 that the said Chas. W. Copeland shall devote his entire time, energies, and capabilities to the prosecution of the business of life insurance under the directions of said Martin.

That he shall travel and so do whenever said Martin shall direct; and that he shall report and remit promptly such funds as he may from time to time collect, and as the said Martin shall direct.

And it is also understood, and the terms of this contract are such, that all traveling expenses, including "hotel bills," and all other necessary expenditures made by said Copeland, in moving from place to place, and

from time to time shall be paid by said Martin, and shall in no case be considered or claimed as any part of the compensation of eighteen hundred (1,8000) dollars to be paid said Copeland for his services.

This agreement shall not be terminated by either of the parties subscribing thereto, (except by limitation,) except for good and
835 sufficient reason and cause, and in no case until after two months' notice (in writing) shall have been given by the party desiring so to terminate.

Witness our hand this the first day of February, A. D. 1871.

CHARLES W. COPELAND.
I. T. MARTIN, *State Agent.*

Done at Davenport, Scott County, Iowa.
Exhibit 35.

836 EXHIBIT 36.—U. CLARENCE BLAKE, *Examiner.*

Those contemplating the insuring of their lives are respectively invited to examine some of the points of excellence presented by the Northwestern Mutual Life-Insurance Company, of Milwaukee, Wis., among which are security based on over $9,000,000 assets.

ECONOMY OF MANAGEMENT.

The ratio of actual working expenses, including losses, of the sixty-nine most prominent life companies of the United States for the year 1870, varies from 24.67 to 176.97. The ratio of the Northwestern for the year was 27.80; and of all the companies named above, but three show a lower ratio of expense, their ratios being respectively 24.67, 26.76, and 26.99.

HIGH RATE OF INTEREST UPON INVESTMENTS.

About one and one-half millions of dollars of its surplus funds were loaned during the year 1870, upon unencumbered real estate security,
837 worth from two to three times the amount loaned thereon, at ten per cent. interest per annum, payable semi-annually. Its loans in Iowa equalling its premium receipts, which are one-fifth of all taken in the State by all companies.

LOW RATE OF MORTALITY.

The rate of death-losses since its organization has been below the average of American companies, and in the year 1870 was but seventy-six one-hundredths of one per cent. of the mean amount at risk.

A HIGH RESERVE FUND.

It holds a reserve upon all policies of four per cent. This is the highest security known to American experience, and it is recommended by the best insurance authorities. The co. did in Wis. more business than 34 competing cos. put together—a good home endowment; western men should insure in a western company.

C. W. Copeland, esq., of C. Rapids, is special agt. for this State; call on him and insure; don't neglect to provide for your family, &c.

"For he that provideth not for his own hous'hold hath denied the faith, and is worse than an infidel."—Paul.

Exhibit 36.

838 EXHIBIT 37.—U. CLARENCE BLAKE, *Examiner.*

Assets January, 1873 ..... $12,434,527 71

NORTHWESTERN MUTUAL LIFE-INSURANCE CO.

Losses paid since organization of company	$2,870,864 03
Receipts, 1872	$3,965,064 48
Loaned in Iowa, over	$600,000
Interest receipts, 1872	$755,467 42
Losses paid in 1872	$581,986 79
Excess of int. over losses	$173,440 63

I. T. MARTIN,
State Agent, Davenport, Iowa.

Exhibit 37.

839 EXHIBIT 38.—U. CLARENCE BLAKE, *Examiner.*

[Daily Observer, extra.]

In spite of "hard times" and the large amount of life-insurance heretofore done in this city, that reliable and well-known co., the Northwestern Mutual, of Milwaukee, through the efforts of C. W. Copeland, esq., is receiving business at a rate truly astonishing. This is no wonder, however, when we stop to consider its many excellencies and compare it with other companies.

Of all its excellent features we have not time to speak. Suffice it to say it seems to combine all the good points claimed by other companies.

In low rates (based on economy) of expense, as also fair and honorable dealing, it stands without a rival. It has the advantage over eastern cos. of being able to loan its funds at a high rate of interest, thereby securing large dividends to policy-holders, and over new companies of an accumulation of assets of over $9,000,000 as their
840 surety. Its business in Iowa last year was far in excess of any other company, and over 2½ times that of any company save one, (which it led by $20,000.) Its loans in Iowa last year (1870) were to the amount (nearly) of its receipts from the State. Hence its operations were a blessing in two ways—providing for the wives and children of our citizens against fear of poverty and distress, and also furnishing capital for the prosecution of industries calculated to enrich all. It expects to loan in this State this year over a quarter of a million. It returns all profits of the business to its policy-holders. Its policies are non-forfeitable. No man can afford to be without the provision for his family which life-ins. offers. No young man can afford to risk the chances of poverty and dependency of old age when he can provide against any such contingency by an endowment policy in the Northwestern.

Look at the figures showing what amount, paid annually, will secure $1,000 to your family:

At 20 years of age	$17 27
At 25 years of age	19 63
At 30 years of age	22 63
At 40 years of age	31 57

841 These premiums are largely reduced by dividends each year after the second payment.

And the company, if desired, will loan you one-third the amount each year, at 7 per cent.

Don't delay, but provide for your loved ones before disaster and panic seize your substance.

Call on Copeland and get a book giving all information, & etc.

Office opposite 1st National Bank, Cedar Rapids, Iowa.

Exhibit 38.

842 EXHIBIT 38².—U. CLARENCE BLAKE, *Examiner.*

OFFICE OF THE
NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY,
Milwaukee, March 24th, 1871.

I. T. MARTIN, Esq.,
Davenport, Iowa:

DEAR SIR: Your notice of H. G. Angle's acceptance of our proposition to loan him on all of property mentioned in connection with his applications is received. We have placed the day of payment on or before May 10th, 1871, which is as soon as we can agree to furnish the money.

We would advise, however, that his securities be perfected soon as possible and left with us, so that we can pay the loan sooner in case we have the funds, which may possibly be the case.

Resp'y,

W. H. FARNHAM,
Asst. Cash'r.

843 [The Daily Observer, C. R. Wilkinson, editor. The Linn Co. Signal, T. G. Newman, editor. Observer steam-printing office.]

CEDAR RAPIDS, IO., *July* 19, '73.

Mr. C. W. Copeland to the Observer Printing Co., Dr.

[News and job printers and publishers. Every variety of plain and ornamental printing executed with dispatch. 24 Iowa avenue. Thos. G. Newman, C. R. Wilkinson.]

1870.					
Oct.	15.	To	10 Observers	50	
1871.					
Jan.	18.	"	local notice, 4 lines 2 days in daily	1 20	
"	27.	"	" " 7 " 20 " "	14 70	
Feby.	20.	"	printing 200 cards	3 00	
"	"	"	" agency on 2 batches books	1 50	
"	28.	"	" 1,000 circulars	5 00	
"	"	"	inserting same in daily & weekly	2 00	
March	21.	"	printing on 250 cards	1 00	
"	"	"	" 50 receipts	2 00	
April	21.	"	cash	52 24	
"	"	"	subscription 3 mos	2 00	
					85 14

CR.

By policy premium 85 14

1871.
May 17. To adv't, 1 column 1 year, Signal 90
844 Compromised by allowing $50.00 on policy premium
by I. T. Martin 50
Discount 40
90 00

1871.
April 26. To printing agency on books 1
May 11. " " " " " 1
" " " " 300 cards 1
$3

Exhibit 39. U. Clarence Blake, examiner.

845 EXHIBIT 39².—U. CLARENCE BLAKE, *Examiner.*

OFFICE OF THE NORTHWESTERN MUTUAL
LIFE-INSURANCE CO.,
Milwaukee, May 1, 1871.

I. T. MARTIN, Esq., *Davenport, Iowa:*

DEAR SIR: We send herewith bond and mortgage for execution in matter of loan voted H. G. Angle and wife.

The return papers should be accompanied by a fire-insurance policy or policies of at least $10,000 in some good leading company or companies, made payable to this company in case of loss.

Yours, truly,

W. H. FARNHAM,
Asst. Cash'r.

Exhibit 39².

846 EXHIBIT 40.—U. CLARENCE BLAKE, *Examiner.*

[J. H. Van Dyke, president; Heber Smith, vice-president; Aug. Gaylord, secretary. Agency of the Northwestern Mutual Life-Insurance Co. Home office, Broadway, cor. Wisconsin st., Milwaukee, Wis. I. T. Martin, State agent.]

CEDAR RAPIDS, *March 12th*, 1871.

DEAR MARTIN: Mr. Angle will take the loan and give securities as desired. He will forward abstracts very soon. He desires to know definitely what day in May he may expect the money.

Mr. Krebs, a 10-year policy-holder in the co. for $2,000, wants loan of 1,000 on good security.

What is the hope for him?

Yours, &c.,

C. W. COPELAND.

Exhibit 40.

847 [Swift's Hotel. H. L. Swift, proprietor.]

WATERLOO, IOWA, *April* 19, 1871.

MY DEAR MARTIN: I have just received by hand of my wife yours of 15th, and reply soon as possible. The papers in Mr. Angle's care have gone on for correction to the "abstract office at Marion." Will be

forwarded immediately. I enclose letter from Mr. Angle to myself from Boston, which may be of some interest.

I shall be in Davenport on Saturday of this week, and hope to see you there.

As to the appointment of Dr. Williams, at Charles City, will say that I was unable to find Dr. Irvin, and Dr. Fisher is no longer living there, hence the appointment of Dr. Williams. I should not change an "examiner" in any town but for some good reason, as I think I can see it would be objectionable.

848 Trust this case is all right. I wrote you from Mason City that I had appointed Z. C. Lindsley as dist. agent for the counties of Worth, Cerro Gordo, Floyd, and Mitchell. I enclose his contract. The bondsmen did not suit my views, and so I sent the bond to Mr. Lindsley, at Mitchell, for correction, by insertion of their names. It will, doubtless, be sent on soon. I have an application or two for loan, which, I think, are first class in every respect. Will bring them down when I come.

I saw Bro. Cashier at Charles City on my way home, and he gave me this contract-bond, etc. Will bring them down.

Hoping to meet you at D , on Saturday,

I am, as ever, yours, & etc.,

C. W. COPELAND.

Exhibit 41.

849 EXHIBIT 42.—U. CLARENCE BLAKE, *Examiner*.

[Charter in 1857. Charter perpetual. Agency of the Northwestern Mutual Life-Insurance Co. Home office, Broadway, cor. Wisconsin st., Milwaukee, Wis. I. T. Martin, State agent.]

DAVENPORT, *April 1st*, 1871.

Rev. C. W. COPELAND:

DEAR SIR & BRO.: Yours of 29th was received yesterday. Glad to hear from you.

Am not much disappointed at the acct. of things up in that region. Am aware 'tis hard times up there, but still not so hard but that a good life-ins. man can do about as well at ins. as business men generally can do.

I frequently represent the matter in this way: when business generally prospers the ins. business is good, and when a good life-ins. agent can't do well it is evidence other business men failed to do well before he (the agent) did. From this stand-point of view an agent will
850 so look at it as not to get discouraged even if he don't get rich in a day. We want to know about the "lie of the land and the looks of the people" in that region, and may as well find out now as any time.

My opinion is that a good work can be done up there when times are fair. You speak of Stowell. He is in debt to this office considerable. Was at work for co. somewhere else before he came there, (into Northern Iowa,) and not knowing what sort of a man he was I allowed him to do a little business for us. He could get some money from the people but we could seldom ever get it from him. He is unreliable, wholly so. Glad you got along with Ayers so well, and especially that you find good, kind treatment wherever you go. Well, Bro. C., I expected nothing else; I have always found it so, and you will, indeed you will, find it something like a continual visit, after a year or so, should you

851 continue in the good work, which I now feel to hope you will find it for your—our interest to do. Business going along about as usual here. Our Dubuque agent and Illinois agent have been on sick-list so far this year, but both now are nearly well, as I understand it, and will soon be in the field, after which I hope to work up our business from 125,000 to 150,000 per month. Haven't heard from Lincoln for a few days. Presume he has been attending to some private matters. The time for furnishing Hon. H. G. Angle the amount of this loan is on or before May 10th. But co. desires him to complete the security-papers as soon as practicable and place on file with us, so the money will be furnished earlier if possible. Please see to it that this is done. Allow me to suggest a little more care in making applications.

We had to write your Charles City man to ascertain his age; you put down his age and then corrected it, but neither was right; both
852 figures were plain. Before mailing an application examine each question and answer closely, and know it is right. I may say I had to return Carpenter's application also.

I suggest this simply to sharpen your care. If you want to have policies sent to parties, where premiums are paid, so direct. Would it not be well to do so? Collect premiums as far as possible when applications are taken, so not on apps., and we countersign pols. and send directly to parties. You can make up your record from app. and bill we send you. I suggest this for you to think of. It used to be my usual practice. It is desirable to get pols. delivered as soon as possible. Do you design calling on Lincoln on your way round?

But I must close. So good-bye, and good-luck times, &c.

Your friend,

I. T. MARTIN.

Exhibit 42. U. Clarence Blake, examiner.

853 EXHIBIT 43.—U. CLARENCE BLAKE, *Examiner*.

CEDAR RAPIDS, *Jan.* 31*st*.

DEAR MARTIN: I should have written before, but have been waiting to see what arrangements we made about moving.

We shall do as you suggest, (not make any permanent arrangement,) and can make up our minds in the future as to where we will live.

I should have been down before this if I could have settled up and moved; as it is, shall be down next week. Wife will go to Iowa City for the present.

I hope to be able to do a little business while packing and leave-taking; have been very busy getting ready so far.

Draft come to hand al' right. Thanks.

By the way, Mr. Angle is anxious to know the result of his application for loan, as he has some business matters depending on an
854 early reply, which he cannot consummate until he knows the result.

G. W. H. Johnson (my last applicant for policy) has been out of town and has not yet returned. Shall I keep the policy another week or return as per instructions for reports?

Yours, &c.,

C. W. COPELAND.

Exhibit 43.

855 EXHIBIT 44.—U. CLARENCE BLAKE, *Examiner.*

[Graves and Cleghorn, wholesale and retail dealers in books, stationary, music, news notions, wall-paper, &c., No. 29 Iowa avenue. J. G. Graves. A. B. Cleghorn.]

CEDAR RAPIDS, IOWA, *Jan.* 18, 1871.

DEAR MARTIN: I preach my farewell sermon one week from next Sunday. Am glad to be able to say the board have received Bro. Kindig to take my place, and all is satisfactory. Wife and baby well. I will be in Davenport one week from next Wednesday, if nothing happens.

Yours, &c.,

C. W. COPELAND.

By the way, Martin, I need a little more money than I have to settle up matters. Could you loan me any or borrow some for me from bank on my note? If you could I w'ld be place' under obligations thereby. I need 75 or $100 to move, settle, &c. Please answer at once.

C. W. C.

Mailed at Cedar Rapids, Iowa, Jan. 18. Envelope enclosing above letter: I. T. Martin, Merchant's Block, 3d st., Davenport, Iowa.

Exhibit 44. U. Clarence Blake, examiner.

856 (Copy.)

This agreement, made the first day of November, A. D. 1870, between the Northwestern Mutual Life-Insurance Company and Isaac T. Martin, of Davenport, in Scott County, Iowa, witnesseth that the said Martin has been appointed agent of the said company to have charge of the work, solicit applications, and collect premiums for insurance in the district comprising the following territory, to wit: The States of Iowa and Nebraska, and the county of Rock Island, in the State of Illinois, with power to appoint agents and examining physicians, subject to the approval of the company. The said Martin shall receive, in full pay for such services and work and for all expenses of procuring applications and collecting and remitting the first year's premium, except medical examinations, canvassing, supplies, legal taxes, postage, and exchange, (for the first five years of this contract, the rate for the remaining time to be determined hereafter, in accordance with the hereinafter-mentioned stipulations,)
857 of the first year's premium on the policy, except extra premiums, the commission on which shall be in all cases and for every year, except as hereinafter otherwise provided, and except premiums on full-paid policies, (and for which the whole premium for life is paid at one time, and five annual premium policies,) the commission on which shall be of the amount of one annual premium on a ten-year policy for the same age and on the remainder. First year's commission on non-participating policies to be less than participating rates of same tables. That the said Martin shall be entitled to collect, and shall and will faithfully and diligently collect the renewel premiums on all policies held by parties residing within the limits of said agency; meaning all policies obtained by himself or his agents, and on policies of parties moving and residing within the same, as soon as due is had at the home office of the said company, by said parties, to change their
858 residence and place of payment to within limits of said agency, for which last-mentioned collection the said Martin shall receive

of such renewal premiums while he retains his agency, subject to modification as hereinafter stated, and excepting clergymen who pay at the home office of the said company, but not longer as to any policy than the person thereby assured remains resident within the territory of such agency. In case of substituted policies of increased insurance on the same person, (the increase being effected by changing a policy, the premiums on which have been paid in cash into a larger policy, the premiums on which are to be paid on the note plan, the old policy being surrendered, and its surrender value applied to the payment of a cash premium on a new policy,) or of increased premiums resulting from any other change of policy, first commission will be allowed only upon the actual amount of the increase of annual premiums received by the said company, and renewal commission on
859 the remainder. For the purpose of fixing the amount of commission retainable out of any payment of premium, the following rules will be observed. If the premium is payable quarterly, commission will be computed quarterly on the quarterly cash premium, and one-fourth of the loan-note if any. If payable semi-annually, commission will be computed semi-annually on the semi-annual cash premium and one-half the loan-note, if any. If payable annually, commission will be computed on the total annual premium. Commission will in no case be allowed upon any part of a premium before the same is collected and paid over to the company. It is further agreed that all general advertising shall be done by the said company, leaving any local advertising to be done by the said Martin, as he may elect, at his expense.

Unless for good and sufficient reasons, this contract shall be renewed at the expiration of the same for five or more years, upon as
860 favorable terms as the company is at that time making contracts with State agents, and in case the contract is not renewed at the end of the term the said Martin shall be allowed renewal commission upon all premiums of all policies then in force, for two (2) years from the date of such discontinuance, to be paid as the same are collected and reported, meaning two years' renewal commissions after this contract is discontinued. It is further agreed that, in case of the death or disability by sickness of said Martin, this contract may be transfer'ed or assigned to parties of insurance experience and business integrity, subject only to the approval of the company, or in lieu thereof the said company agrees to pay the said Martin or his family renewal commission as above. It is also agreed that the said Martin shall, on the first day of each month, remit to the said company, in his possession at that time. At the expiration of five years from the date
861 of this contract, the rate of commission on new work under con*con*tract made at that time, or at the last date of contract made for similar agencies.

In consideration of the above said Martin will devote his entire time, energy, and ability to soliciting applications, collecting premiums, and otherwise promoting the interests of said company. He will comply with all the rules of said company, and make reports of each month's business to the said company on or before the twenty-fifth day of the month next succeeding, inclosing cash enough to balance such report; and that, soon as practicable, will, at the expense of said Martin, employ a sufficient number of agents under said Martin to thoroughly canvass the entire field embraced in this contract; and in consideration of this contract, the commissions to which the said Martin is entitled thereby in the work of such agents, will be responsible to the said company for all business done by or intrusted to the agents under said

Martin, and that, in addition to such liability, the said Martin,
862 for the greater security to said company, upon the appointment of each and every such agent, will take, in the name of said company, good and sufficient bonds from such agent or agents, conditioned in the usual form of the bonds required from agents by the said company.

This contract is for a term of ten years, but can closed by either party at the end of six months, after giving the other party written notice of a desire to do so, if for good and sufficient reasons. And it is further agreed that the said Martin will not do business for any other insurance com., so long as he retains an interest in this contract. And it is further understood and agreed that, upon the discontinuance of this contract in any way, all interests of said Martin in this contract shall revert back to said company, except as above mentioned, and upon the deferred semi-annual & quarterly premiums on the first year's business, unless it is otherwise specially agreed. It is further agreed and understood that the said Martin, in making contracts with the sub-agents under him, will not grant any privileges or conditions other than those in this contract contained.

HEBER SMITH, *Vice-President.*
I. T. MARTIN.

Exhibit 45.

863 EXHIBIT 46.—U. CLARENCE BLAKE, *Examiner.*

Instructions to parties preparing abstracts of title to property on which loans are to be made by the Northwestern Mutual Life-Insurance Company.

First. The abstract must show every conveyance from the entry of the land to the date of the abstract, including—

1st. The nature of conveyance; whether warrantee deed, quit-claim deed, mortgage, & etc.

2nd. Date of instrument and date of recording.

3d. Description of property conveyed, either written out or by reference to the description at the heading of the abstract, or to some other conveyance noted in the abstract.

4th. If the title is acquired through a sale in a judicial proceeding of any nature, the abstract should show that said proceedings were regular in all respects, so as to pass a valid title.

5th. It should appear that the grantor in each conveyance was unmarried at the time the instrument was executed, or that his wife joined in the conveyance.

864 6th. If any conveyance is made by attorney, the power of attorney authorizing the conveyance should be noted.

7th. All mortgages must be legally discharged of record.

8th. If there are any defects in the execution of any instrument, they should be noted.

9th. The abstract should be dated and contain the certificate of the abstracter that it embraces every instrument that affects the title to the property.

Second. The certificates of the abstractor, or of the proper officers, must be furnished, showing—

(*a.*) That there are no taxes, tax-sales, or tax-deeds which are a lien upon the property.

(*b.*) That there are no judgments in either the State or United States courts against the present owner of the land, or against any parties through whom his title was derived, which are liens upon the property.

(*c.*) That there are no mechanic's liens against the property.
Exhibit 46.

865 EXHIBIT 47.—U. CLARENCE BLAKE, *Examiner.*

To the executive committee of the Northwestern Mutual Life-Insurance Co.:

GENTLEMEN: I desire to obtain from your company a loan of dollars for years from , 187 , upon bond and mortgage of the property herein mentioned, situated in , the county of , and State of , the *a*xact position of which is marked on the accompan'ing diagram, and which is described in the recorded deeds of conveyance as follows, to wit:

BUILDINGS. Describe them, stating when built, their size, and whether of stone, brick, or wood, and for what purpose they are now used.

Cash value of real estate without the buildings, $.
Cash value of the buildings, $.
Total, $.

866 The answers to the following questions are given by the subscriber and are full & correct.

CITY. If the property is in the country, these questions need not be answered.

- What is the size of the lot, front, depth, &c.?
- On what street, and between what two streets, is its frontage?
- What is the value of the ground per front foot?
- What is the population of the city?
- What is the acknowledge' indebtedness of the city?
- What is the conti'gent indebtedness of the city?
- What is the assessed value of the city?

COUNTRY. If the property is in the city, these questions need not be answered.

- What is the number of acres?
- How many acres are un*der*fenced and how many fenced?
- How many acres under cultivation?
- What is the character of the land not cultivated?
- What is the distance to the nearest town, and name and size of town?
- What is the distance to railroad and name of railroad?
- What is the cash value of land per acre?

867 The following questions are to be answered in every case:
By whom and for what are the buildings occupied or used?
What is its annual rental?
For what amount are the buildings insured and in what company?
Is any building in process of erection on these premises or contracted for?

Are there any liens or incumbrances on this property? If so, their number, nature, and amount?

In whom is the recorded title, and is it perfect of record?

What is the assessed value of this property for taxation as per last assessment roll?

What is the amount of the last annual tax on said assessment?

What is the acknowledge' indebtedness of the county proper?

What is the assessed value of the county proper?

What is the acknowledged indebtedness of *of* the township proper?

What is the contingent indebtedness of the township proper?

What is the assessed value of the township proper?

Are you married? If so, state wife's name in full.

What is your post-office address?

868 What is your business or occupation?

Is your life insured in this company at this date? If so, state number and amount of policy.

It is understood in making this application that no commissions for procuring or facilitating loans from this company are allowed to any one, but that the necessary expenses, including the charges of counsel for examining titles and preparing the securities, (not exceeding the usual charges for similar services,) are to be paid by the borrower; also, that a complete and seperate abstract, and such other evidences of title as may be necessary, are to be furnished by the borrower at his expense.

(Signed)

(Name in full.)

Dated , 187 .

Country property.

[Mark location on this diagram.]

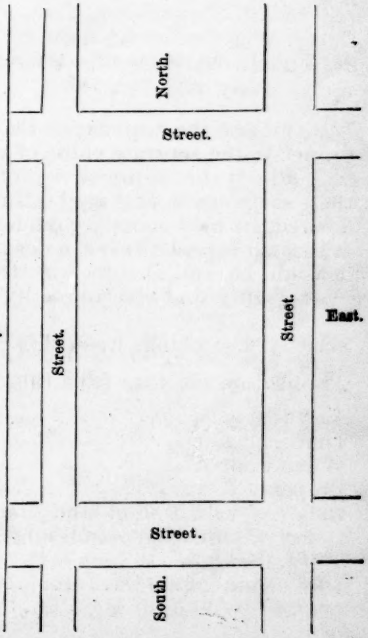
6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Township, No.

Range, No.

City property.

[Mark location on this diagram.]



869 EXHIBIT 48.—U. CLARENCE BLAKE, *Examiner.*

Appraisal of property.

To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We the undersigned hereby certify that we are well acquainted with the value of real property in
that we have carefully appraised the real estate described
(Insert "in the foregoing app.," or "herewith below," as the case may be.)
and that in our judgment the cash market value of the ground, exclusive of buildings is, dollars ($;) and that the cash value of
(insert the amount in words.)
the buildings is dollars ($;) making a total value of
dollars ($.) We also state that the condition of the property is truly set forth by the applicant in his accompanying statements; that his answers to the questions contained therein are true as we verily believe; that the property is so situated with reference to the best, for in that locality that it will
(business, residences or farming) (insert will or will not)
be likely to depreciate in value in the future.

We, too, are well acquainted with the credit, reliability and business promptness of who propose to get a loan from your company of
870 $ on the property herewith appraised, and state that
(his or their.)
credit is and we believe that
(insert "good," "fair," or "poor," as may be true.) (he or they)
will pay the interest and that the loan
(insert promptly, leisurely, or slowly, as may be most probable.)
is a one for the company to make, and
(insert desirable, tolerable, or poor)
that it would be so regarded by the people generally.

In testimony whereof, we have hereunto set our hands at this day of , 187 .

NOTE.—If the application embraces more than one distinct piece of property, the seperate value of each piece should be shown.

N. B.—If the appraisers prefer to detach the half sheet containing their statements, and mail it direct to the company, its contents will, if desired, be held strictly confident'al.

In such case, however, a description of the property appraised (which it would be well to copy from the application) should be given below as being that referred to by them.

871 The blanks upon this page will be filled by the company.

Application for loan from the Northwestern Mutual Life-Insurance Co.

Amount ..... $
Time ..... years.
When wanted .....
Property .....
Referees' valuation of land ..... $
Referees' valuation of buildings ..... $

Total ..... $

Insurance on buildings..... $
Voted..... 187 .
Declined ..... 187 .

EXHIBIT 47 & 48.

872 EXHIBIT 49.—U. CLARENCE BLAKE, *Examiner.*

1870. Oct. 3d, N. B. Brown, Cedar Rapids, $5,000, accepted for $5,000.
Jan. 2nd, 1871. Hon. H. G. Angle, Cedar Rapids, 1,000, accepted.
March 1. Thos. G. Newman, Cedar Rapids, 2,500, accepted March 6th.
John G. Krebs, Cedar Rapids, 1,000, accepted with pol. ℵ 1664 for 2,000.

873 EXHIBIT 50.—U. CLARENCE BLAKE, *Examiner.*

NOV. 19, 1870.

Rev. C. W. COPELAND:

DEAR BRO.: Yours of 16th at hand & noted. Craig's application for loan would seem to be a good one.

How large a fire-policy will he get in a first class ins. co. on the house, in favor of the N. W., if loan is granted? He will do well to ascertain how large a policy such co. will issue, and state his willingness to get such policy. I suggest that you get the names of one or two of your bank pres'ts added as appraisers, as co. can more readily satisfy itself as to the reliability of the judgment of such persons. I am satisfied with these, but we want to so make it as to satisfy our ex-com., and so increase the chances of success.

In app., after the words "the buildings are insured for," insert, "will be insured for $, if loan is granted."

You will understand my object, Bro. C., and please so explain to Bro. Craig, that he will also understand it. By the time a man gets a loan from a com., he concludes his investment is a safe one, to say the least, if he holds a policy.

Yours, in haste,

I. T. MARTIN.

Exhibit 50.

874 EXHIBIT 51.—U. CLARENCE BLAKE, *Examiner.*

[State agency of the Northwestern Mutual Life-Insurance Co. I. T. Martin, State agent for Iowa and Nebraska.]

DAVENPORT, IOWA, *Dec.* 3, 1870.

Rev. C. W. COPELAND:

The enclosed letter from our president will inform you the application of Bro. Craig was declined. * * *

Yours, in much haste,

I. T. MARTIN.

Exhibit 51.

875 EXHIBIT 52.—U. CLARENCE BLAKE, *Examiner.*

To the Northwestern Mutual Life-Insurance Co.:

Having been requested to take the appointment of "medical examiner" for the company at county of State of , I state that I am years of age; that I have praticed my profession at

for years; that I received my diploma as M. D. from the medical college, in , where I graduated in 18 . For my character and standing personally and professionally, I refer you to the following members of my own profession, and others, viz:

M. D., of .
M. D., of .
M. D., of .
of .
of .

Upon receiving the appointment, I shall regard myself as a confidential adviser of the company, and shall be careful to recommend only those persons for assurance who shall give convincing evidence (after the most careful and skillful examination of which I am capable) that they are good risks, and free from desease, or such tendency thereto, (either hereditary or otherwise,) or such habits of life as shall
876 impair their constitutions or tend to shorten life.

Respectfully, yours,

Dated , 18 .

The undersigned state that they are well acquainted with M. D., of , and they know that, as a physician and a man, he has ever shown himself to be worthy of the confidence of all for whom in any capacity he has been called to act.

JOHN P. SMYTHE.

Exhibit 52.

EXHIBIT 53.—U. CLARENCE BLAKE, *Examiner.*

Policy form ——.] [No. ——

Application to the Northwestern Mutual Life-Insurance Company.

An answer to each of the following questions is required from applicants proposing to effect insurance on their lives in this company, which answers form the basis of the contract.

1. Name at full length of the person for whose benefit the assurance is effected.	Residence.	Relationship to person to be assured.
2. Namee at full length of the person whose life is to be assured.		

Residence.	Occupation.
County of— State of— Post-office address—	What occupation has the person been previously engaged in? Has health suffered therefrom?

☞ In giving the occupation of the person it is not sufficient to state (for example) that he is a merchant or mechanic, but the particular branch of business or the actual trade must be specified. ☜

3. Are you now assured in this company? If so, what is the number of the policy, and for what amount?					
4. Place and date of your birth?	Day.	Month.	Year.	Age nearest birth-day.	
5. Are you married or single?					
6. Have you been vaccinated? Have you had small-pox?					
7. A. Have you resided out of the United States? B. If so, where and for what period?	A. B.				
8. A. Are your parents living? If so, what are their ages & state of health? B. If dead, at what ages and of what desease did they die?		Ages.	State of health, if living.	B. Ages at death.	B. Cause o death.
	Father..... Mother.....				

	Whole No.	No. living.	Ages of living.	State of their health.	No. dead.	Ages at death.	Cause of death.
878 9. How many brothers have you had? How many sisters?							

for years; that I received my diploma as M. D. from the medical college, in , where I graduated in 18 . For my character and standing personally and professionally, I refer you to the following members of my own profession, and others, viz:

M. D., of .
M. D., of .
M. D., of .
of .
of .

Upon receiving the appointment, I shall regard myself as a confidential adviser of the company, and shall be careful to recommend only those persons for assurance who shall give convincing evidence (after the most careful and skillful examination of which I am capable) that they are good risks, and free from desease, or such tendency thereto, (either hereditary or otherwise,) or such habits of life as shall
876 impair their constitutions or tend to shorten life.

Respectfully, yours,

Dated , 18 .

The undersigned state that they are well acquainted with M. D., of , and they know that, as a physician and a man, he has ever shown himself to be worthy of the confidence of all for whom in any capacity he has been called to act.

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2. Name at full length of the person whose life is to be assured.		

Residence.	Occupation.
County of— State of— Post-office address—	What occupation has the person been previously engaged in? Has health suffered therefrom?

☞ In giving the occupation of the person it is not sufficient to state (for example) that he is a merchant or mechanic, but the particular branch of business or the actual trade must be specified. ☜

3. Are you now assured in this company? If so, what is the number of the policy, and for what amount?					
4. Place and date of your birth?	Day.	Month.	Year.	Age nearest birth-day.	
5. Are you married or single?					
6. Have you been vaccinated? Have you had small-pox?					
7. A. Have you resided out of the United States? B. If so, where and for what period?	A. B.				
8. A. Are your parents living? If so, what are their ages & state of health? B. If dead, at what ages and of what disease did they die?	Father..... Mother.....	Ages.	State of health, if living.	B. Ages at death.	B. Cause o death.

878 9. How many brothers have you had? How many sisters?	Whole No.	No. living.	Ages of living.	State of their health.	No. dead.	Ages at death.	Cause of death.

EXHIBIT 53—Continued.

10. A. Have your parents, uncles, aunts, brothers, or sisters been afflicted with consumption, s'rofula, insanity, epilepsy, desease of the heart, or any other hereditary desease? B. Have your ancestors generally reached old age?	A. B.	Ages of grandparents—P. G. F., P. G. M., M. G. F., M. G. M.
11. Have you ever had any of the following deseases or symptoms thereof? Spitting blood, bronchitis, rupture, liver complaint, gravel, rheumatism, asthma, apoplexy, gout, s'rofula, insanity, paralysis, consumption, dropsy, vertigo, billious colic, cancer, fistula, fits, piles, eruptions or deseases of the skin, palpitation or deseases of the heart, of the urinary organs, or of any vital part.		
12. Are you subject to dyspepsia, dysentary, or diarrhœa?		
13. Have you ever had an habitual cough?		
14. Are you now subject to or affected by any desease or weakness, or have you had any severe disease, or received any serious injury other than those stated in the foregoing answers? If so, please state the particulars of the same fully, prefixed by the words "none except."		
15. Are your brain, nervous, and muscular systems, lu'gs, heart, abdominal and urinary organs in a healthy state?		
16. A. Are you or have you ever been in the habit of using alc'holic beverages or other stimulants? B. Are you engaged in any way in the sale of alcoholic liquors?	A. B.	
17. How long since you were attended by any physician? For what desease? Give name and residence of such physician.		
18. Name and residence of an intimate friend, to be referred to for similar information.		
19. Policy—Amount, $; kind. How paid—Annual, semi-annual, or quarterly?		
879 20. A. Is your life now insured? and, if so, for how much, and in what company? B. Have you ever been declined by any company? If so, why? C. Has any officer or agent of any life-insurance company, or any physician, ever given an opinion that you were not safely insurable?	A. B. C.	
21. It is also declared that the aboved-named beneficiary has any interest in the life of the person whose life is proposed for insurance to the full extent of the amount of the insurance applied for.		

22. Have you read and assented to the following agreement?

It is hereby declared that the above are the applicant's own fair and true answers to the foregoing questions, and that the applicant is not and will not become habitually intemperate, or addicted to the use of opium; and it is hereby agreed by the undersigned that these statements with this declaration, shall form the basis of the contract with the Northwestern Mutual Life-Insurance Company for assurance, and that any untrue or fraudulent answers, any suppression of facts in regard to the applicant's health, habits, or circumstances, material to the risk, or neglect to pay the premium on or before the day it becomes due, shall vitiate the policy, and forfeit all payments made thereon. Each failure to pay, however, shall not forfeit the amount secured by previous payments on a non forfeiting policy; and inasmuch as only the officers at the home office of the company, in the city of Milwaukee, have authority to determine whether or not a policy shall issue on any application; and as they act on the written statements and representations referred to, it is expressly understood and agreed that no statements, representations, or information made or given by or to the person soliciting or taking this application for a policy, or to any other person, shall be binding on the company, or in any manner affect its rights unless such statements, representatations, or information be reduced to writing and presented to the officers of the company, at the home office, in the above application.

I further agree that, under no circumstances, shall the policy be in force until the actual payment to and acceptance of the premium by an authorized agent of the company while I am in good health.

880 23. A. Do you desire the company to assume the risk on this application from this date, provided application is accepted by the officers of the company? A.

B. Have you paid the agent taking this application on any part of the premium on the same? and, if so, how much, or what proportion? B.

Write the names in full; husband may sign for wife and his own name as follows: "Jane Doe, by John Doe."
When a creditor assures the life of a debtor both must sign.
Dated this day of , 18

AGENT'S STATEMENT.

Have you seen the person herein proposed for assurance, and do you know the same to be the one described in the annexed medical examination?

Is there anything in form, figures, manners, customs, and appearance, which indicates ill health, a feeble constitution, irregular habits, or intemperate living?

Have you carefully read over the applicant's physician's and examiner's statements, noting whether the age and date of birth agree, or whether there are errors in any of the answers, and have you fonnd them correct, and do you believe them to be true?

Do you recomme'd the acceptance of the risk?

At what agency will renewals be paid?

Dated , 18

——— ———, *Agent.*
——— ———, *General Agent.*

(Written on right-hand margin of pages 877, 878, and 879 of application:) If the applicant is a married woman, ask: Is her husband insured? Is he insurable? Has he ever applied and been declined?

(Written on left-hand margin of page 879 of application:) Approved. , office medical examiner.

881 *Questions to be answered explicitly by the medical examiner of the company.*

N. B.—It is expected that the medical examiner will put such other questions, bearing upon the case, as he may think proper, and that the whole examination will be thorough, exact, and circumstantial; that he will feel the responsibility of his position, bearing in mind that, deciding whether to accept or decline a risk, the company place great reliance upon his statements.

1. Name and residence of person examined.

EXHIBIT 53.—Continued.

2. Are you acquainted with the same?	
3. State the approximate weight, height, and the figure of the applicant.	Weight. | Height. ft. | in. | Figure.
4. Does his general appearance indicate vigorous health, medium health, or want of vigor?	
5. State the measure around the nipples under the vest, with the lungs empty, A; with lungs full, B; and the form of the chest, C.	A. inches. B. inches. C.
6. Does auscultation or percussion of the chest indicate desease of the heart or respiratory organs?	
7. A. Is the respiratory murmur clear and distinct in every part of both lungs? B. Is the character of the respiration full, easy, and regular? C. Are there any indications of desease of the organs of respiration?	A. B. C.
882 8. A. State the rate and other qualities of the person's pulse. B. Does it intermit, become irregular, or unsteady at this examination?	A. B.
9. A. Is the character of the heart's action uniform, free, & steady? B. Are its sounds and rhymth regular and normal? C. Are there any indications of desease of this organ or of the blood vessels?	A. B. C.
10. Is the person subject to cough, expectoration, difficulty of breathing, or palpitation?	
11. Are the functions of the brain, the muscular and nervous systems, in a healthy state?	
12. A. Are the abdominal organs in a healthy condition? B. Are the functions of the kidneys, bladder and other urinary organs in a healthy state, and free from any tendency to desease? (Please apply the tests if there are any reasons to suspect disease of the kidneys.)	A. B.
13. Has the person any predisposition, either hereditary or acquired, to any local or constitutional disease?	
14. A. Does the party habitually use ardent spirits, wine, or malt liquors? B. If so, to what extent? C. Are there any indications to lead you to suppose that the applicant leads, or has lead, other than a sober and temperate life?	A. B. C.

883 15. Have the person's parents, brothers, or sisters been afflicted with pulmonary, or other deseases hereditary in their nature?

16. A. Has the person ever had any severe injury or illness? A.
B. If so, has it had any effect upon his constitution? B.

17. Is the application all filled out, and have you carefully read the same? Does it reveal any fact which you deem of special importance to comment upon, and what is it?

18. Signature of party examined, written in presence of the medical examiner.

19. Do you consider the life safely assurable, and do you recommend that a policy be granted?
(Answer I do, or do not.)

(Signed)

Medical Examiner.

Dated , 18 .
Where graduated.
When graduated.

☞ If the person is a female, ascertain and state whether she has had children, how many, when last pregnant; whether she has had any miscarriages, and are her menses now regular?

ADDITIONAL REMARKS.

884 *Questions, each of which is to be answered by the physician of the person applying for assurance.*

The physician is requested and expected to give any additional information upon the application which he may possess, even though it be not embraced in the answers to the annexed questions.

1. Name of the person whose life is to be assured.

EXHIBIT 53—Continued.

2. A. How long have you known him?	A.
B. Have you been in the habit of seeing him frequently?	B.
C. Have you given him medical advice?	C.
D. For what disease?	D.
E. At what time?	E.
3. A. Have you had any knowledge of the person's parents, brothers or sisters?	A.
B. Have they been afflicted with any pulmonary or any hereditary disease?	B.
4. Has he at any time been afflicted with insanity, rheumatism, gout, dropsy, bilious colic, palsy, sym'toms of desease of the heart, aneurism, rupture, spitting of blood, asthma, chronic cough, affections of the lungs or other viscera, or with any organic disease?	
885 5. Has he any organic disease in any part of the body, or is any suspected?	
6. Has he, in your opinion, a hereditary disposition to any disease; and, if so, what is it?	
7. Do you believe he is now in good health?	
8. A. Is he sober and temperate?	A.
B. Has he always been so?	B.
9. Is he accustomed to much exercise, or is he sedentary?	
10. Is his constitution healthy, and are his habits and circumstances such as to render his life safely assurable?	

(Signed)

Dated , 18 .

886 *Friend's statement.*

I have been personally acquainted with , of , during the last years, and do believe that his habits of living are temperate, and that he is now in good health, and I know of no constitutional infirmity or other circumstances affecting him calculated to make an assurance on his life more than usually hazardous, excepting* .

Dated at , this day of , 18 .

(Signed)

887 (Indorsed:) The Northwestern Mutual Life-Insurance Company, Milwaukee. Life proposed, . Occupation, . Age, . Residence, . Amt. of policy, $. Premium, $. Kind of policy, . How payable, . Agent, . (Agents will please fill these blanks.) Exhibit 53.

888 EXHIBIT 54.—U. CLARENCE BLAKE, *Examiner.*

C. W. COPELAND.

1870.				1870.			
Oct.	28.	To cash	25 00	Nov.	7.	By dft	25 00
Nov.	10.	" "	8 61	"	10.	" cash	8 61
1871.				1871.			
Jan.	20.	" " (pr. drft.)	75 00	M'ch	14.	" dft	52 76
Feb'y	11.	" "	5 00	"	"	" salary for Feb'y	150 00
M'ch	29.	" M. C. Ayer's ⅜, pg. 33	12 85				
"	4.	" bal., new, Feb'y.	127 76	"	29.	Bal	17 85
			254 22				254 22
1871.				1871.			
M'ch	29.	Bal	17 85	Apr.	25.	By cash	50 00
Apr.	18.	To " M'ch, new	257 70	"	18.	" salary for M'ch	150 00
"	"	" "	77 94	"	22.	" dft	125 00
				"	"	" bal	28 49
			353 49				$353 49
1871.							
Apr.	22.	Bal	28 49				
"	"	To traveling exp	51 30				
"	"	" printing-bill	10 00				
May	2.	" S. B. Orcutt's prem. cold	49 23				
"	"	" bal. Apr. kept	256 52				
			$395 54				

Exhibit 54.

889 [Agency of the Northwestern Mutual Life-Insurance Co., of Milwaukee, Wis. I. T Martin, State agent, Iowa and Nebraska.]

DAVENPORT, IOWA, *Nov.* 24, 1870.

Bro. COPELAND: Yours of the 21st recd. to-day, and read with care, I cannot say with pleasure, for it affords me no pleasure to know a friend

* Add "nothing," if that is true, or whatever is the matter.

EXHIBIT 53—Continued.

2. A. How long have you known him? B. Have you been in the habit of seeing him frequently? C. Have you given him medical advice? D. For what disease? E. At what time?	A. B. C. D. E.
3. A. Have you had any knowledge of the person's parents, brothers or sisters? B. Have they been afflicted with any pulmonary or any hereditary disease?	A. B.
4. Has he at any time been afflicted with insanity, rheumatism, gout, dropsy, bilious colic, palsy, sym'toms of desease of the heart, aneurism, rupture, spitting of blood, asthma, chronic cough, affections of the lungs or other viscera, or with any organic disease?	
885 5. Has he any organic disease in any part of the body, or is any suspected?	
6. Has he, in your opinion, a hereditary disposition to any disease; and, if so, what is it?	
7. Do you believe he is now in good health?	
8. A. Is he sober and temperate? B. Has he always been so?	A. B.
9. Is he accustomed to much exercise, or is he sedentary?	
10. Is his constitution healthy, and are his habits and circumstances such as to render his life safely assurable?	

(Signed)

Dated , 18 .

886 *Friend's statement.*

I have been personally acquainted with , of , during the last years, and do believe that his habits of living are temperate, and that he is now in good health, and I know of no constitutional infirmity or other circumstances affecting him calculated to make an assurance on his life more than usually hazardous, excepting* .

Dated at , this day of , 18 .

(Signed)

887 (Indorsed:) The Northwestern Mutual Life-Insurance Company, Milwaukee. Life proposed, . Occupation, . Age, . Residence, . Amt. of policy, $. Premium, $. Kind of policy, . How payable, . Agent, . (Agents will please fill these blanks.) Exhibit 53.

888 EXHIBIT 54.—U. CLARENCE BLAKE, *Examiner.*

C. W. COPELAND.

1870.				1870.			
Oct.	28.	To cash	25 00	Nov.	7.	By dft	25 00
Nov.	10.	" "	8 61	"	10.	" cash	8 61
1871.				1871.			
Jan.	20.	" " (pr. drft.)	75 00	M'ch	14.	" dft	52 76
Feb'y	11.	" "	5 00	"	"	" salary for Feb'y	150 00
M'ch	29.	" M. C. Ayer's ⅔c, pg. 33	12 85				
"	4.	" bal., new, Feb'y.	127 76	"	29.	Bal	17 85
			254 22				254 22
1871.				1871.			
M'ch	29.	Bal	17 85	Apr.	25.	By cash	50 00
Apr.	18.	To " M'ch, new	257 70	"	18.	" salary for M'ch	150 00
"	"	" "	77 94	"	22.	" dft	125 00
				"	"	" bal	28 49
			353 49				$353 49
1871.							
Apr.	22.	Bal	28 49				
"	"	To traveling exp	51 30				
"	"	" printing-bill	10 00				
May	2.	" S. B. Orcutt's prem. cold	49 23				
"	"	" bal. Apr. kept	256 52				
			$395 54				

Exhibit 54.

889 [Agency of the Northwestern Mutual Life-Insurance Co., of Milwaukee, Wis. I. T Martin, State agent, Iowa and Nebraska.]

DAVENPORT, IOWA, *Nov.* 24, 1870.

Bro. COPELAND: Yours of the 21st recd. to-day, and read with care, I cannot say with pleasure, for it affords me no pleasure to know a friend

* Add "nothing," if that is true, or whatever is the matter.

Int. 3. State what experience or opportunity you have had of becoming expert in judging of instruments of writing and examination of written documents.

Ans. I have for ten years last past, excepting the last ten months, been continuously engaged in examining and paying checks as cashier of the United States depository in Chicago; paid all the checks presented myself during that time; had to scrutinize everything, not only the drawers, but the endorsers on all paper presented for payment at such depository.

Int. 4th. Please examine an original order attached to the depo-
898 sition of J. H. Vandyke, now in the hands of F. Bloodgood, commissioner, and marked Exhibit thereto, purporting to be an order to the Northwestern Mutual Life-Insurance Company, signed by H. G. Angle, in favor of Rev. C. W. Copeland, for ten thousand dollars, and state what is the No. of said exhibit, and how it is identified in said deposition as to its number.

Ans. I do examine it, and it is identified in said deposition Exhibit No. 71.

Int. 5th. Set out in answer to this interrogatory a copy, as correctly as you can, of the original order, which is shown to you and which you now examine.

Ans. I do, as follows:

"$10,000.00.] CEDAR RAPIDS, *May* 12*th*, 1871.

"To Northwestern Mutual Life-Insurance Co.:

"Pay to Rev. C. W. Copeland, agent, ten thousand $\frac{}{100}$ dollars, on account of bond and mortgage, in current funds. [Erased: 'Draft to the order of.']

"G. ANGLE."

[2 c. int.-rev. stamp, cancelled.]

(Endorsed:) "Received payment May 16, 1871. C. W. Copeland."
(Stamped on the face:) "E. C. Jennings, cashier. Paid May 16, 1871." F. Bloodgood, com'r.

899 The words and figures in the draft, viz: "1871," "to," "pay to," "$\frac{}{100}$," "dollars," "on account of," "in," "draft to the order of," are printed in the original. The words "Draft to the order of' being erased by three lines in ink being drawn across them, as shown' in the copy, which is given in the answer, being written out by the commissioner, the attempt being to give a rough fac-simile of the draft.

Int. 6th. State your opinion, as an expert, as to whether or not the words "current funds" were written in the blank in said order at the same or a different time, or with the same or a different pen, and with the same or a different ink, than the other written words filling the other blanks in said order.

Ans. In my opinion they were written at the same time and with the same ink. I can't say as to the pen.

Int. 7th. State when, with reference to the other writing in said instrument, the three marks across the words "draft to the order of" were made, as to whether with the same or a different pen and ink, in your opinion.

Ans. There is one mark which looks as if it was made with the
900 same ink that the [F. Bloodgood, comr.] body of the order is; that mark is the uppermost mark of the three; and in my opinion

the two lower marks were made with the same ink that the name "H. G. Angle" is written with; can't say as to the pen.

Int. 8th. Please examine the extension of the first of the three lines across said words "draft to the order of," and state whether or not in your opinion that is made with the same pen and ink as the other two lines or the heavier part of the said first line, in your opinion.

Ans. It was in the same ink and with the same pen as the heavier part of the first line, in my opinion.

Int. 9th. Examine the letter "H" in the name of "H. G. Angle," and state if, in your opinion, said letter was written before or after the said first line was made across the words "draft to the order of."

Ans. I could not tell; that would be guess-work.

Int. 10. State any other matter or thing in connection with said writing of advantage to either party as to when or how the said in-
901 strument was filled [Fr. Bloodgood, comr.] up, erasures made, or signatures of H. G. Angle placed thereto, which, in your opinion, will give light upon the question as to whether or not the name of H. G. Angle was signed before or after the order was filled up or before or after the words "drafts to the order of" were erased.

Ans. I do not know as I could hardly form an intelligible opinion on that, but I think that the signature was written after the upper line was drawn across the words "draft to the order of." I think so because the body of the order is, in my opinion, in the same handwriting as the signature, and the same ink, in my opinion, was used in filling up the instrument and drawing this line; and the two lower lines over "drafts to the order of" are in the same ink with the signature, and were probably made at same time the signature was written. The endorsement is in different ink and a different handwriting from the filling in the order and the signature to the order.

Int. 11th. Please have the commissioner write his name, "F. Bloodgood, commissioner," in red ink across the back of said original
902 order, about which you have testified, and state if said name is so written, and if the order so marked is the identical order that you have examined and about which you have testified.

Ans. The commissioner has so endorsed said order, and the order so marked is the identical order in regard to which I have just testified.

Cross-int. 1. What connection have you with the deft., the Northwestern Mutual Life-Insurance Company, either as officer, agent, atty., or employee, stockholder, policy-holder, or borrower?

Ans. Not any.

Cr.-int. 1½. Are you in the employment or service of any officer or agent of said insurance co.? If yes, state how long you have been so engaged.

Ans. I am not.

Cr.-int. 2. When did you first see the order about which you have just testified, who showed it to you and where, who was present, and what was said on the occasion about the erasures and signatures?

Ans. I first saw it at the National Exchange Bank of Milwaukee, at Milwaukee, in the latter part of August, 1873. Mr. Fitch, the
903 cashier, showed it to me, and Mr. Nash, the president of said bank, was also present. Mr. Fitch handed it to me and asked me my opinion. I have no definite recollection, now, of my answer, but think I gave the same opinion I give now, and all else that was said was that there was a question whether the signature was signed before or after

the instrument was filled out or the lines made across "draft to the order of."

Cr.-int. 3. Who has talked or written to you about this order, and when, and how often, and what was said or written about it?

Ans. No one. Never heard of it before or since until to-day, when the commissioner called to take my examination, and I did not know till now that there was a suit about it.

Cr.-int. 4. Have you, Messrs. Camp, Baker, Nash, or Fitch conferred together or compared opinions about said order? If yea, when, where, and at whose instance, and how often?

Ans. I know none of these parties except Fitch, and never
904 compared opinions with any one, nor had any conversation about it except the one I have stated.

Cr.-int. 5. State how often you have seen said order prior to the taking of this deposition, and under what circumstances, and who showed it to you and had the custody of it.

Ans. I saw it in Milwaukee, in the hands of Mr. Fitch, as I have stated, which is the only time I have seen it until now.

Cr.-int. 6. State who is present or has been present at the taking of this deposition, and where it is taken.

Ans. It is taken in the president's private room, in the National Bank of Illinois, at the city of Chicago, Ills. No one is or has been present but the commissioner and a gentleman, Mr. Mather, a resident of Wheaton, Ills., who has dropped in during the examination.

Cr.-int. 7. State whether the interrogatories have been shown to you or you have been informed what they were, and whether your answers have been prepared or agreed upon before appearing before the
905 commissioner, and before the interrogatories were propounded to you by him.

Ans. Never saw the interrogatories until the examination, when they have been propounded to me by the commissioner ad seriatim and answered by me as so propounded. Never knew about this suit till now. My answers were never prepared or agreed upon, but have been given as called out by the questions, as I have stated.

(Signed) HENRY H. NASH.

I hereby certify that the foregoing deposition was read over to the said witness and subscribed and duly sworn to by him before me at the city of Chicago, aforesaid, this 29th day of November, 1873.

(S'g'd) FR. BLOODGOOD,
Commissioner, &c.

906 Deposition of Hoel H. Camp, a witness produced, sworn, and examined before me, Frances Bloodgood, a commissioner appointed by the circuit court of the United States for the eastern district of Wisconsin, under the act of Congress, approved February 20, 1872, and the acts amendatory thereof, at Milwaukee, in said district, on the 18th day of December, 1873, by virtue of the annexed commission, to me addressed, and upon the interrogatories thereto attached, to be read as evidence in a certain suit now pending in the circuit court of the United States for the district of Iowa, wherein H. G. Angle is the plaintiff and the Northwestern Mutual Life-Insurance Company et al. are the defendants, on behalf of the defendants, the Northwestern Mutual Life-Insurance Company, as follows, to wit:

HOEL H. CAMP, of the city of Milwaukee, being first duly sworn, did

depose and say, in answer to the several interrogatories propounded him, as follows, viz:

907 Interrogatory 1st. What is your name, age, and place of residence?

1st A. Hoel H. Camp; 51 years old; reside at the city of Milwaukee.

Int. 2. State your business or occupation, and how long you have been engaged in such business.

A. Banker; am now cashier of the First National Bank of Milwaukee. I have been a banker for the past 20 years, and have been a cashier about 19 years of that time.

Int. 3. State what experience or opportunity you have had of becoming expert in judging of instruments of writing and examination of written documents.

A. As teller and cashier for the length of time that I have been in the banking business.

Int. 4. Please examine an original order attached to the deposition of J. H. Van Dyke, and now in the hands of F. Bloodgood, commissioner, and marked Exhibit thereto, purporting to be an order to the Northwestern Mutual Life-Insurance Company, signed by H. G.
908 Angle, in favor of Reverend C. W. Copeland, for $10,000.00, and state what is the number of said exhibit, and how it is identified in said deposition as to its number.

A. I do so examine said original order, and it is numbered Exhibit 11.

Int. 5. Set out in answer to this interrogatory a copy, as exactly as you can, of the original order which is shown you, and which you now examine.

A. I do. On the left-hand margin of the note is a 2-cent United States internal-revenue stamp cancelled, and the said instrument is in the words and figures following, to wit:

"$10,000 $\frac{00}{100}$.] CEDAR RAPIDS, *May 12th*, 1871.

"To Northwestern Mutual Life-Insurance Co.:

"Pay to Rev. C. W. Copeland, agent, ten thousand $\frac{}{100}$ dollars, on account of bond and mortgage, in current funds. [Erased: "Drafts to the order of."]

(Signed) "H. G. ANGLE."

(Endorsed:) "Recd. payment. May 16, 1871. (S'g'd) C. W.
909 Copeland." And stamped across the face, "Paid May 16, 1871, E. C. Jennings, cashier."

The following figures and words are in print, viz, "1871," "to," "pay to," "$\frac{}{100}$" "dollars," "on account of," "in," "drafts to the order of," and the words "drafts to the order of" are obliterated by 3 lines being drawn across them, as shown in this copy.

Int. 6. State your opinion as an expert as to whether or not the words "current funds" were written in the blank in said order at the same or a different time, or with the same or a different pen, and with the same or a different ink, *that* the other written words filling the other blanks in said order.

A. I think the words "current funds" are not written with the same ink as the rest of the instrument, but they might have been. I have no judgment as to the time or pen, and I am not certain as to whether it is the same or a different ink, because ink of a different flow (occasioned by much or little in the pen) will appear different with the same pen.

Int. 7. State when, with reference to the other writing in said
910 instrument, the three marks across the words "drafts to the order of" were made, as to whether with the same or a different pen and ink, in your opinion.

A. I think the two lower lines were written with one ink and the upper one with another. I think the upper line was written with the same pen and ink as the words "current funds." I think the lower lines were written in the same ink as the signature and the upper line, and the words "current funds" may have been written with the same ink as the two lower lines and the body of the instrument, for the reasons I have stated in my answers to the sixth interrogatory. I think the two lower lines were made at the time of the signature; but that *it* is a matter of judgment considering what the circumstances would naturally be, and not a matter of opinion as an expert; I mean as to the time the two lower lines and signatures were made.

Int. 8. Please examine the extension of the first of the three lines across the said words "drafts to the order of," and state whether or not, in your opinion, that it is made with the same pen and ink as the
911 other two lines or the heavier part of the said first line, in your opinion.

A. Upon a critical examination of the line and its extension, it does appear possible that the upper line was made to the end of the word "of," and that afterwards the pen was passed over the line thus made again, and continued on making the extension. The extension is apparently made with the same ink as the upper line, but not the same as the lower lines; but it may have been made with the same ink as the lower lines, but appear on the paper as it does of a much lighter shade, for the reason stated in my answer to the sixth interrogatory. The color of the ink depends somewhat upon the flow and the amount of ink on the pen, and whether the pen is a steel pen, and it is old or new.

Int. 9. Examine the letter "H" in the name of H. G. Angle, and state if, in your opinion, said letter was written before or after the said first line was made across the words "drafts to the order of."

A. I should think that the letter "H" was written after the said first line.

912 Int. 10. State any other matter or thing in connection with the said writing of advantage to either party, as to when and how said instrument was filled up, erasures made, or signature of H. G. Angle placed thereto, which, in your opinion, will give light upon the question as to whether or not the name H. G. Angle was signed before or after the order was filled up, or before or after the words "drafts to the order of" were erased.

A. I think all the writing in the body of the instrument is in one handwriting and that this handwriting is different from the handwriting of the signature. There is an apparent difference in the handwriting of the words "current funds," but that may be accounted for by the smallness of the space into which these words had to be crowded, thus cramping the hand. It is impossible to tell whether all the writing of the instrument was done at once, because the fluids that are now used with steel pens will assume different appearances, though written about the same time, on account of the operation of the acid in the ink upon
913 the metal of the pen as the ink is given out. A slight delay in completing the instrument and different dippings of the pen while writing will cause a different appearance in the writing. If my theory is correct as to the letter "H" being written over the extension of the first line over the words "drafts to the order of," the signature was prob-

ably written after the instrument had been filled up. I this moment notice, in using a glass, that the revenue-stamp appears to have been cancelled by the same pen and ink that wrote the signature to the draft, and the date of the cancellation is in the figures 5, 10, 1871, meaning May 10, 1871, while the date of the instrument is May 12, 1871. This may, therefore, indicate that the draft was signed in blank and the stamp cancelled at the same time of the signing. The endorsement on the back of the draft over the words C. W. Copeland and that signature appear to be in the same handwriting of the written part of the body of the draft.

Int. 11. Please have the commissioner write his name "F.
914 Bloodgood, commissioner," in red ink across the back of said original order about which you have testified, and state if said name is so written, and if the order so marked is the identical order that you have examined and about which you have here testified.

A. The name "F. Bloodgood, commissioner," is already endorsed across the back of said order, in red ink, about which I have here testified, and the commissioner states that he so endorsed it.

Cross-interrogatories:

Cross-int. 1. What connection have you with the defendant The Northwestern Insurance Company, either as officer, agent, attorney, or employee, stockholder, policy-holder, or borrower?

A. None whatever.

Cross-int. 1½. Are you in the employment or service of any officer or agent of said insurance company? If yea, state it, and how long you have been so engaged?

A. I am not.

Int. 2. When did you first see the order about which you have
915 testified, who showed it to you and where, who was present, and what was said on the occasion about the erasures and signatures?

A. I think Mr. Fitch, cashier of the National Exchange Bank of this city, showed it to me some time within the last year. Cannot say when. I don't recollect what was said. He asked my opinion about something concerning it, and I may have given it, but I don't recollect what it was.

Int. 3. Who has talked or written to you about this order, and when and how often, and what was said or written about it?

A. No one has ever written me about it, and nothing has been said to me except what was said by Mr. Fitch.

Int. 4. Have you, Messrs. Camp, Baker, Nash, and Fitch, conferred together or compared opinions about said order? If yea, when, where, at whose instance, and how often?

A. When Mr. Fitch showed it to me, I may have expressed an opinion, but don't now recollect what it was. Never conferred with anybody about it.

916 Int. 5. State how often you have seen said order prior to the taking of this deposition, and under what circumstances, and who showed it to you and had the custody of it.

A. I have already answered this question fully.

Int. 6. State who was present or has been present at the taking of this deposition and where it is taken.

A. The deposition is taken at the office of the commissioner in the city of Milwaukee. No one has been present but myself and the commissioner, except, while the deposition was being taken, Mr. Baker, cashier of the Milwaukee National Bank of Wisconsin, stepped in; but

the taking of the testimony was suspended while he was there, and Mr. Baker immediately left, on being told that his testimony could not be taken until to-morrow. While Mr. Baker stood by me a moment, I asked him if he had ever seen that draft, and handed it to him; and after looking at it he returned it to me without any comment whatever.

Int. 7. State whether the interrogatories have been shown you,
917 or you have been informed what they were, and whether your answers had been prepared or agreed upon before appearing before the commissioner, and before the interrogatories were propounded to you by him.

A. The interrogatories have never been shown me, nor was I ever informed of what they were until they were propounded to me by the commissioner, ad seriatim, on the taking of my testimony. My answers were not prepared or agreed upon before appearing before the commissioner or before the interrogatories were propounded to me.

(Signed) HOEL H. CAMP.

I hereby certify that the foregoing deposition was read over to the witness and subscribed and duly sworn to by him this 18th day of December, 1873, at the city of Milwaukee aforesaid, before me.

(Signed) FR. BLOODGOOD,
Commissioner, &c.

918 Deposition of T. L. Baker, a witness produced, sworn, and examined before me, Francis Bloodgood, a commissioner appointed by the United States circuit court for the eastern district of Wisconsin, under the act of Congress approved Feb'y 20, 1812, and the acts amendatory thereof, at Milwaukee, in said district, on the 19th day of December, 1873, by virtue of the annexed commission to me addressed, and upon the interrogatories attached thereto, to be read as evidence in a certain suit now pending in the circuit court of the United States for the district of Iowa, wherein H. G. Angle is the plaintiff, and the Northwestern Mutual Life-Insurance Company et al. are the defendants, on behalf of the Northwestern Mutual Life-Insurance Company, one of the defendants, as follows, to wit:

T. L. BAKER, of the city of Milwaukee, being first duly sworn, did depose and say to the several interrogatories propounded him as follows, viz:

919 Int. 1. What is your name, age, and place of residence?

A. T. L. *Par*ker; aged 49; resident of Milwaukee City.

Int. 2. State your business or occupation; and how long you have been engaged in such business.

A. Banker, and have been 20 years; am now cashier of the Milwaukee National Bank of Wisconsin at Milwaukee.

Int. 3. State what experience or opportunity you have had of becoming expert in judging of instruments of writing, and examinations of written documents.

A. I was teller of our bank for 10 years, and since then for about the same length of time cashier.

Int. 4. Please examine an original order attached to the deposition of J. H. Van Dyke, and now in the hands of F. Bloodgood, commissioner, and marked exhibit thereto, purporting to be an order to the Northwestern Mutual Life-Insurance Company, signed by H. G. Angle in favor of Revd. C. W. Copeland, for $10,000, and state what is the
920 number of said exhibit, and how it is identified in said deposition as to its number.

A. I do examine it, and it is identified as Exhibit Number 11.

Int. 5. Set out in answer to this interrogatory a copy, as exact as you can, of the original order which is shown you, and which you now examine.

A. On the left-hand margin of the order is a 2-cent int'l-revenue stamp, cancelled, and the order is in the figures and words following, to wit:

$10,000.00. CEDAR RAPIDS, *May* 12, 1871.

"To Northwestern Mutual Life-Insurance Co.

"Pay to Revd. C. W. Copeland agent ten thousand $\frac{}{100}$ dollars, on account of bond and mortgage, in current funds. [Erased: "Drafts to the order of."]

"H. G. ANGLE."

(Endorsed:) "Received payment, May 16, 1871. C. W. Copeland." And stamped across the face: "Paid, May 16, 1871. E. C. Jennings, cashier."

The following figures and words are in print, viz: "To," "pay to," "$\frac{}{100}$," "dollars," "on account of," "in," "drafts to the order
921 of," and the words "drafts to the order of" are obliterated by three lines being drawn across them, as shown in the copy.

Int. 6. State your opinion, as an expert, as to whether or not the words "current funds" were written in the blank in said order, at the same or a different time, or with the same or a different pen, and with the same or different ink that the other written words filling the other blanks in said order.

A. I should say they were written at the same time and with the same ink and pen that the rest of the written part of the body of the instrument is.

Int. 7. State when, with reference to the other writing in said instrument, the three marks across the words "drafts to the order of" were made, as to whether with the same or a different pen and ink, in your opinion.

A. It looks to me that the upper line was made with different ink from the two lower lines, except that the color of the ink might have been varied by putting the pen in the mouth of the writer, or
922 wiping the pen with a wet sponge or dipping it in water to cleanse it. I should say that the two lower lines were certainly in the same ink as the written body of the instrument, and the signature, and the cancellation of the stamp, the difference in shade being accounted for by the amount of ink in the pen, and the dipping of the pen in the ink while writing. I think the same pen was used in writing and signing the instrument and in making all the lines. The signature may have been made at a different time from the filling up, but I think not.

Inter. 8. Please examine the extension of the first of the three lines across the said words "drafts to the order of," and state whether or not, in your opinion, that it is made with the same pen and ink as the other two lines, or the heavier part of the said first lines, in your opinion.

A. I should say with the same pen and ink, the upper lines being made after clearing the pen or wetting it, which would account for its being lighter in color, and from the extension it would appear that
923 the ink was about exhausted when completing the extension.

Inter. 9. Examine the letter H in the name of H. G. Angle, and state *and* if in your opinion said letter was written before or after

the said first line was made across the words "drafts to the order of."

A. I should say afterwards.

Inter. 10. State any other matter or thing in connection with the said writing of advantage to either party, as to when and how the said instrument was filled up, erasures made, or signature of H. G. Angle placed thereto, which in your opinion will give light on the question as to whether or not the name of H. G. Angle was signed before or after the words "drafts to the order of" were erased.

A. It is barely possible that the draft was made out at one time and the signature another, but I am of the opinion that it was all written and signed at the same time. I think the signature must have been written after the erasure of the words "drafts to the order of," from
924 the fact that the letter "of" appears to have been written over the extension of the first of the three lines of erasure. I think the order is in one hand-writing, and the signature in another.

Inter. 11. Please have the commissioner write his name "F. Bloodgood, commissioner," in red ink across the back of said original order, about which you have testified, and state if said name is so written and if the original order so marked is the identical order that you have examined, and about which you have here testified.

A. The name of "F. Bloodgood, commissioner," is already written across the back of the order in red ink, the commissioner stating that he so wrote it on the examination of a previous witness, and the order so marked is the identical order I have been examined upon, and about which I have testified.

925 Cross-interrogatories:

Cross-inter. 1. What connection have you with the defendant, The Northwestern Mutual Life-Insurance Company, either as officer, agent, attorney, or employee, stockholder, policy-holder, or borrower.

A. No connection.

Cross-inter. 1½. Are you in the employment or service of any officer or agent of said insurance company? If yea, state it, and how long you have been so engaged.

A. I am not.

Inter. 2. When did you first see the order about which you have testified? Who showed it to you, and where? Who was present, and what was said on the occasion about the erasure and signatures?

A. It was first shown me by Mr. N. G. Fitch within a year. I have forgotten what he asked me about it. I don't recollect anything about it.

926 Inter. 3. Who has talked or written to you about this order, and when and how often, and what was said or written about it?

A. No one has written me about it, and the only conversation I have had about it is that with Fitch which I have stated.

Inter. 4. Have you, Messrs. Camp, Baker, Nash, and Fitch, conferred together or compared opinions about said order? If yea, when, where, at whose instance, and how often?

A. No, sir; except the conversation with Fitch when he asked my opinion, and I gave it as I have stated.

Int. 5. State how often you have seen said order prior to the taking of this deposition, and under what circumstances. Who showed it to you and had the custody of it?

A. Never but once, when Fitch showed it to me, except that yesterday afternoon I came to the office of the commissioner pursuant to a previous notice from him to give my testimony in this suit, and found

Mr. Camp there, who presented me the draft to look at as I
927 stood by him for a moment, and I merely glanced over the face of the instrument.

Int. 6. State who was present, or has been present at the taking of this deposition and where it was taken.

A. No one has been present but the clerk of the commissioner, and the wife of the commissioner has been here a few moments. The deposition has been taken at the office of the commissioner, in the city of Milwaukee.

Inter. 7. State whether the interrogatories have been shown you or you have been informed what they were, and whether your answers had been prepared or agreed upon before appearing before the commissioner and before the interrogatories were propounded to you by him?

A. I never have been shown the interrogatories or informed of what they were and have only known what they were as they have been propounded to me by the commissioner, and I have answered
928 the questions as he has put them. My answers have not been prepared or agreed upon in any way.

(Signed) T. S. BAKER.

I certify that the foregoing deposition was read over to the said witness and subscribed and duly sworn to by him this 19th day of December, 1873, at the city of Milwaukee aforesaid, before me.

(S'g'd) FR. BLOODGOOD,
Commissioner, &c.

929 Deposition of William G. Fitch, a witness produced, sworn, and examined before me, Francis Bloodgood, a commissioner appointed by the circuit court of the United States for the eastern district of Wisconsin, under the act of Congress approved Feb'y 20, 1812, and the acts amendatory thereof, at the city of Milwaukee, in said district, on the 20th day of December, 1873, by virtue of the annexed commission to me addressed, and upon the interrogatories thereto attached, to be read in evidence in a certain suit now pending in the circuit court of the United States for the district of Iowa, wherein H. G. Angle is the plaintiff, and the Northwestern Mutual Life-Insurance Company, as follows, to wit:

WILLIAM G. FITCH, of the city of Milwaukee, being first duly and publicly sworn, did depose and say, as follows, to the several interrogatories put him:

930 What is your name, age, and place of business?

Ans. William G. Fitch; thirty-nine years old; Milwaukee, Wisconsin.

Int. 2d. State your business and occupation, and how long you have been engaged in such business?

Ans. A banker, and have been for twenty years; am cashier of the National Exchange Bank, Milwaukee, and have been for thirteen years.

Int. 3rd. State what experience or opportunity you have had of becoming expert in judging of instruments of writing and examination of written documents?

Ans. For a number of years I acted as teller of the bank of which I am now cashier, and as such it was my duty and business to examine and scrutinize all orders, checks, and written documents that passed through my hands as such teller and the signatures thereto, and I continued to make use of the knowledge and experience thus acquired in my capacity as teller, in the discharge of my duties as cashier.

931 Int. 4. Please examine an original order [Fr. Bloodgood, com'r. attached to the deposition of J. H. Van Dyke, and now in the hands of F. Bloodgood, commissioner, and marked exhibit thereto, purporting to be an order to the Northwestern Mutual Life Insurance Company, signed by H. G. Angle, in favor of Rev. C. W. Copeland, for ten thousand dollars, and state what is the No. of said exhibit and how it is identified in said deposition as to its number.

Ans. I do so examine it, and it is numbered Exhibit No. 11.

Int. 5th. Set out in answer to this interrogatory a copy, as correctly as you can, of the original order which is shown you, and which you now examine.

Ans. I do; by the hand of the com'r who writes out in answer to this interrogatory a fac-simile of said original order, as near as
932 may be, in a rough way, viz: On the left hand margin is a two-cent internal-revenue stamp, cancelled as follows: "H. G. A., 5, 10, 1871," and the body and signature of the order is as follows: [Fr. Bloodgood, com'r.]

$10,000.00.] CEDAR RAPIDS, *May* 12, 1871.

To Northwestern Mutual Life Insurance Co.:

Pay to Rev. C. W. Copeland agent ten thousand $\frac{}{100}$ dollars, on account of bond and mortgage. In current funds.

[Erased: "Drafts to the order of"] "H. G. ANGLE."

The instrument is stamped on the face: "Paid May 16, 1871. E. C. Jennings, cashier." And is endorsed: "Received payment, May 16, 1874. C. W. Copeland," and it now has written across the back in red ink the words, "Francis Bloodgood, commissioner." In the body of the order the following figures and words are in print, the rest being in writing, viz: "1871," "To," "pay to," "$\frac{}{100}$," "dollars," "on account of," "in," "drafts to the order of," and the words "drafts to the order
933 of" are obliterated by having three lines drawn across them with a pen, as shown in the copy of fac-simile here given.

Int. 6th. State your opinion, as an expert, as to whether or not the words current funds, are written in the blank in said order at the same or a different time, or with [Fr. Bloodgood, com'r] the same or a different pen and with the same or a different ink than the other written words, filling the other blanks in said order.

Ans. I think that the words "current funds" were written at the same time and with the same pen and ink as the other written words filling the other blanks in the body of the order.

Int. 7. State when, with reference to the other writing in said instrument, the three marks across the words "drafts to the order of" were made, as to whether with the same or a different pen and ink, in your opinion.

Ans. I think the top line was made with the same pen and ink
934 that filled up the instrument, and the two lower lines were made with the same pen and ink that the signature was signed with.

Int. 8. Please examine the extension of the first of the three lines across said words, "drafts to the order of," and state whether or not, in your opinion, that is made with the same pen and ink [Fr. Bloodgood, com'n'r] as the other two lines, or the heavier part of the said first line, in your opinion.

Ans. I have no opinion as to that. I could not tell anything about that.

Int. 9. Examine the letter "H" in the name of H. G. Angle, and state if, in your opinion, said letter was written before or after the said first line was made across the words "drafts to the order of."

Ans. In my opinion it was written afterwards.

Int. 10. State any other matter or thing in connection with said writing of advantage to either party, as to when and how the said
935 instrument was filled up, erasures made or signature of H. G. Angle placed thereto, which, in your opinion, will give light upon the question as to whether or not the name of H. G. Angle was signed before or after the order was filled up, or before or after the words "drafts to the order of" were erased.

Ans. My impression is, from a careful and critical examination of the instrument, that the signature of H. G. Angle and the two lower black lines across the words [Fr. Bloodgood, com'nr] "drafts to the order of" were made after the order was filled up, and that the same pen made the signature and drew the two black lines.

Int. 11th. Please have the commissioner write his name, F. Bloodgood, commissioner, in red ink across the back of said original order, about which you have testified, and state if said name is so written, and if the order so marked is the identical order that you have examined and about which you have testified.

936 Ans. The name of F. Bloodgood, commissioner, is already written across the back of the said order, original order, about which I have testified, and the commissioner says he so wrote it at the time of taking the testimony of another witness in this case on this commission.

Cross-interrogatories:

Int. 1. What connection have you with the defendant, the Northwestern Mutual Life-Insurance Company, either as officer, agent, attorney, employee, stockholder, policy-holder, or borrower?

A. I am a policy-holder and borrower.

Int. 1½. Are you in the employment or service of any officer or agent of said insurance company; if yea, state it, and how long you have been so engaged?

A. I am not.

Int. 2. When did you first see the order about which you have testified? Who showed it to you, and where? Who was present
937 [Fr. Bloodgood, comr.,] and what was said on the occasion about the erasure and signatures?

A. I should think I first saw it almost a year ago. I think J. H. Van Dyke, president of the Northwestern Mutual Life-Insurance Company, showed it to me, and he alone was present. It was simply handed to me and I was asked what I thought as to the signature in the order, and as to the erasure in the order, and I gave my opinion about as I have given it now, and that is all that was said.

Int. 3. Who has talked or written to you about this order, and when, and how often, and what was said or written to you about it?

A. Nothing was ever written to me about it. I had a single interview with John H. Van Dyke that I have stated, and at his request showed it to other experts—Hoel H. Camp, T. L. Baker, of Milwaukee, and H. H. Nash, of Chicago, and asked their opinion, and they
938 all gave the same opinion, and what it [Fr. Bloodgood, comr.,] was I cannot now remember, but my recollection is that the substance

of all was that Angle's signature to the order was made after the erasure was made. I saw Mr. Camp and Mr. Baker at their offices in this city; Mr. Nash happened into my office about the same time and I showed the order to him.

Int. 4. Have you, Messrs. Camp, Baker, Nash, and Fitch conferred together or compared opinions about the said order; if yea, when and where, and whose instance and how often?

A. I have never compared opinions with Camp, Baker, or Nash; I merely asked their opinions and never but once, and as to the first two it was in their office, and as to Nash it was in mine; he happened to come in the day I showed it to others.

Int. 5. State how often you have seen the said order, prior to the taking of this deposition, and under what circumstances, and who showed it to you, and had the custody of it. [Fr. Bloodgood, comr.]

939 A. Twice before this I have seen the order—first when John H. Van Dyke showed it to me, and, second, when he gave it to me to show to the others.

Int. 6. State who was present, or has been present, at the taking of this deposition, and where it is taken.

A. It has been taken at the office of the commissioner, in the city of Milwaukee. No one has been present but the clerk of the commissioner.

Int. 7. State whether the interrogatories have been shown to you, or you have been informed what they were, and whether your answers had been prepared or agreed upon before appearing before the commissioner, and before the interrogatories were propounded to you by him.

A. The interrogatories were never shown me, nor was I informed what they were until this examination; and as they were propounded to me by the commissioner I have given my answers. These answers

940 were not prepared before the questions were put.

(Signed) W. G. FITCH.

I certify that the foregoing deposition was read over to the said witness, and subscribed and duly sworn to by him before me at Milwaukee City aforesaid, this 20th day of December, 1873.

FR. BLOODGOOD,
Comr., &c.

941 I, Frances Bloodgood, a commissioner duly appointed by the circuit court of the United States for the eastern district of Wisconsin, under the act of Congress approved Feb'y 20, 1812, and the acts amendatory thereof, the commissioner named in the annexed commission, do hereby certify that I executed said commission and took the depositions foregoing as follows, to wit:

1st. Before taking the deposition of each witness I publicly administered an oath to the witness that the answers given to the interrogatories propounded to him, and the testimony he should give in the suit, entitled in said commission, should be the truth, the whole truth, and nothing but the truth.

2nd. The interrogatories for each witness were propounded to him ad seriatem, and his answer taken down to each interrogatory before the next was read to him.

3rd. The testimony of each witness was taken down by the

942 commissioner [Fr. Bloodgood, comr.] in short-hand, and then written out from the commissioner's minutes by the commissioner himself, or his clerk, from his dictation.

4th. All the depositions were taken at the office of the commissioner,

in the city of Milwaukee, except that of the witness Nash, which, at the request of the deft., the Northwestern Mutual Life-Insurance Company, was taken at the city of Chicago for the convenience of the said witness, Nash, and that no one was present at the taking of the deposition of any of the witnesses except as stated in the depositions of the witnesses, in answer to an interrogatory in that regard.

5th. That each deposition, after it was written out, was carefully read over to or by the witness, and then subscribed and sworn to before the commissioner by the witness.

6th. That the commissioner has subscribed his name to each
943 half-sheet of the deposition, and that depositions and commissions are attached together, and are annexed to and precede this certificate.

In testimony whereof I have hereto set my hand this 22d day of December, 1873, at the city of Milwaukee aforesaid.

FR. BLOODGOOD,
Commissioner, &c.

Comr. fees, $30.00; writs, 4.80.

(Endorsed:) United States circuit court, district of Iowa. H. G. Angle vs. The Northwestern Mutual Life-Ins. Co. et al. Deps. Nash, Baker, Camp, and Fitch, on behalf of deft. N. W. M. Lf. Ins. Co. F. Bloodgood, comr. Opened & filed by me, by consent of parties, this 24th day of December, A. D. 1873. George B. Corkhill, clerk.

944 *Dedimus protestatem.*

Circuit court of the United States, district of Iowa, *ss.*

To F. Bloodgood, Milwaukee, Wisconsin, greeting:

Know ye that, in confidence of your prudence and fidelity, you have been appointed, and by these presents you are invested with full power and authority, to examine J. H. Van Dyke, Heber Smith, W. H. Farnham, on their corporal oaths, as witnesses in a cause depending in the circuit court of the United States for the district of Iowa, wherein H. G. Angle is plaintiff and the Northwestern Mutual Life-Insurance Company defendant, on the part of the defendant, upon the interrogatories annexed to this commission; and therefore you are hereby commanded that, at certain days and places to be appointed by you for that purpose, you do cause the said above-named witnesses to come before you, and then and there examine them on oath upon the said interrogatories.

That you propound to the said witnesses the interrogatories and cross-interrogatories hereto annexed, and cause the same to be written out and the answers thereto to be inserted immediately following the respective interrogatories; that you cause the whole to be read over to the witnesses and the same to be subscribed by them and duly sworn to before you; that you take said deposition, in accordance with your certificate, which you will attach to the deposition of each separate witness, stating that it was subscribed and sworn to by the said witness at the time and place therein mentioned; that you then seal up the whole, including this commission and the interrogatories hereto annexed, all enclosed in one envelope, and return the same to the clerk of the United States circuit court at Des Moines, Iowa; that you endorse on the outside of said envelope thus directed the title of the cause in which the

deposition is to be used; and that you execute this commission with al convenient speed.

Witness the honorable Salmon P. Chase, Chief-Justice of the Supreme Court of the United States, this 15th day of Sept., 1873, and in the 98th year of the Independence of the United States of America.

[SEAL.] Attest: GEORGE B. CORKHILL,
Clerk of United States Circuit Court, District of Iowa.

NOTE.—The person before whom depositions are taken must cause the interrogatories propounded (whether written or oral) to be written out and the answers thereto to be inserted immediately underneath the respective questions. The answers must be in the language, as nearly as practicable, of the witness, if the party require it. The whole, being read over by or to the witness, must be by him subscribed and sworn to in the usual manner.

All exhibits produced before the person taking the deposition, or proved or referred to by any witness, or correct copies thereof, must be appended to the deposition' and returned with them, unless sufficient reasons be shown for not so doing.

The person taking the deposition shall attach his certificate thereto, stating that it was subscribed and sworn to by the deponent at the time and place therein mentioned.

945 *Notice.*

In the circuit court of the United States, dist. of Iowa.

H. G. ANGLE, PLAINTIFF,
vs.
THE NORTHWESTERN MUTUAL LIFE-INS. COMPANY, defendant.

To plaintiff or his attorneys:

You are hereby notified that the deft., the N. W. Mutual Life-Ins. Co., will, on the 15 day of Sept., 1873, apply to the clerk of said circuit court of the U. S. for the dist. of Iowa to appoint F. Bloodgood, of Milwaukee, Wisconsin, commissioner in the above-entitled cause to take the depositions of J. H. Van Dyke, Heber Smith, & W. H. Farnham, in the city of Milwaukee and State of Wisconsin, said Bloodgood being a U. S. commissioner & notary, com'anding him to take the deposition of said witnesses upon the interrogatories hereto attached and such cross *cross*-interrogatories as may be filed on the part of the
946 plaintiff; and that a commission issue accordingly on said 15 of Sept., 1873, on the several interrogatories hereto appended. Said deposition *was* taken to be read as evidence on the trial of the above-entitled cause.

NOURSE, KAUFFMAN & HOLMES,
Sol. for Deft.

947 Interrogatories to be propounded to J. H. Van Dyke.

Int. 1. State your name, age, and place of residence.

2nd. State if you hold any official relation to the defendant, The Northwestern Mutual Life-Insurance Company; if so, what it is, and if you held such relation during the years 1870 and 1871.

3rd. Did said company loan money during the years 1870 and 1871?

If so, state by what officer or officers it transacted said business and the powers and duties of such officers in regard to such business.

4. Have you a copy of the articles of incorporation and by-laws of said company under which the company acted and did business during the years 1870 and 1871? If so, please attach the same to this answer as Exhibit No. three.

948 5. Are you acquainted with the plaintiff in this suit, H. G Angle?

6. Did said H. G. Angle negotiate any loans of money with the said company in the year 1871? If so, state the amount, and by what officer or agent of the company said loan was granted.

7. Did said Angle ever make any written application to the company or its executive committee for such loan? If so, please attach to your answer all applications received by the company, purporting to be signed by said Angle, and the letters or correspondence transmitting such applications, and the reply of the company to the same, and make these exhibits to this answer, & number them from No. four upwards, for greater certainty & identification.

8. State if any abstract of title was ever furnished to the company of the property mortgaged, and attach the original and letter-press
949 copies of all correspondence in your possession in relation thereto and number the same.

9. State if the bond and mortgage in controversy was ever delivered to said company or its officers at Milwaukee, Wisconsin; if so, state when, and by whom.

10. State whether the said company ever paid any money on account of said bond & mortgage; if so, state to whom it was paid, and how it was paid, and when, and if any order was presented for its payment. Set out the original order as an exhibit to this deposition, and number the same.

11. Do you know from any statement of the plaintiff, who signed said order, & when it was signed? If so, state your knowledge on that subject.

12. Had you any acquaintance with C. W. Copeland prior to the time said money was paid to him? If so, state what it was, and
950 what business, if any, you had ever transacted with him.

13. Had Copeland ever obtained money from the company prior to that time? If so, state the particulars of the transaction, and if upon any order from another, set out the original order as an exhibit.

14. Did Copeland ever have any correspondence with the company on any business whatever prior to the time you ordered the payment of the money on Angle's order? Did he ever direct any letter to the company at Milwaukee, to your knowledge, or was any letter or communication of any character ever sent to Copeland from the Milwaukee office?

15. Did the company ever have any agent or agents in Iowa authorized to solicit or make loans of money for the company?

16. What business connection had I. T. Martin of Davenport with the defendant, The Northwestern Mutual Life-Insurance Company, during the years 1870 and 1871?

951 17. State the nature and extent of the powers and duties of said I. T. Martin, and what authority, if any, said Martin had to negotiate loans of money for the company.

18. State fully the character of the loan business of said company, and whether said business required the employment of agents to solicit or negotiate loans, and the extent of the applications for loans to the company in proportion to the amount the company had to loan.

19. Examine Exhibit No. one hereto attached, and state if the same is a correct copy (rate of commissions left blank) of the contract between I. T. Martin and the company, existing during the years 1870 & 1871.

20. State what business said I. T. Martin ever transacted in connection with any loa' made by the company, and whether or not any discretionary powers or duties were ever exercised by him, or any
952 money handled by him or his agents or employees in connection with the loans made by the company.

21. In what manner and through whom was payment of interest on loans made to the company?

22. Did the company ever pay I. T. Martin, or any other person in the State of Iowa, any commissions or compensation on loans made in the State?

23. State whether not said I. T. Martin had any authority to employ any agent or agents for the company to solicit loans or transact business for the company in the matter of negotiating loans of money, or if he ever assumed such power with the knowledge and consent of the company.

24. State if the company ever furnished to any of its agents any form of order such as presented by Copeland upon which the $10,000.00 was paid, or any other form of order for the purpose of enabling them to draw money.

953 25. Had you or any of the officers of the company, to your knowledge, any information or knowledge that Copeland had any blanks of that character in his possession?

26. Please examine Exhibit No. 2, and state when you first saw any such receipt, and if you had any knowledge that such receipt had been given by Copeland when the money was paid on the order presented by him.

27. Did the company ever furnish to Copeland or to any one else any form of receipt of the nature or character, or ever authorize any one in the State of Iowa to execute in its name any such a document?

28. State whether or not C. W. Copeland ever had any authority to execute such a receipt for the company, or to receive as the company's agent any bonds & mortgages for it.

29. When you authorized the payment of the $10,000 on Angle's order, whose agent did you believe him to be in the transaction?

954 30. At the time you directed the payment of said order, had you any knowledge or information that Copeland had any blanks or printed forms of rec'pts or orders in his possession of the character of Exhibit No. 2, or of the character of the order on which the money was paid?

31. At the time the company received the bond and mortgage from said C. W. Copeland, for whom and as whose agent did you believe he delivered it?

32. What, if anything, was done about the acceptance of the bond and mortgage after Copeland presented it before it was accepted and the money paid on account of it?

33. If any certificates were obtained and presented in connection with the bond and mortgage before the money was paid, please attach copies thereof, or the original, if in your possession, as exhibits to your deposition.

34. State any other facts or circumstances in your knowledge
955 having any bearing upon this case of benefit to either party.

35. Had you any knowledge or information, prior to the time

the $10,000 was paid to Copeland on said order of Angle's, that said Copeland was soliciting loans for the company, or that he claimed to have or assumed to have any authority to act for the company in the transaction of its loan business?

956 Interrogatories to be propounded to W. H. Farnham.

1. State your name, age, and place of residence.
2. State if you had any office in the Northwestern Mutual Life-Insurance Company; and, if so, how long have you held said position?
3. Are you acquainted with one C. W. Copeland, formerly of Cedar Rapids, Iowa, now gone to parts unknown?
4. Please examine the original order for $10,000.00 purporting to be signed by H. G. Angle, pltff., and state when you first saw the same, and who, if any one, presented it.
5. State if the same was paid by the defendant, the Northwestern Mutual Life-Ins. Co.; and, if yea, state all the facts & circumstances attending the presentation & payment.

957 6. State if said Copeland had in his possession and presented to the officers of the company any other papers with or at the time he presented the order, or about that time.

7. State if he had any bond and mortgage, &, if so, whether he delivered the same to the company or its officers.
8. State if any certificates were obtained or made out by any one before the bond and mortgage were received and the money paid over.
9. For whom did Copeland claim to be acting, if for any one, in the transaction of said business?
10. Did Copeland receive or claim to receive the said $10,000 as an agent of the insurance company, or for some one else?
11. State if you conducted any part of the correspondence in regard to the loan; &, if so, with and through whom was the correspondence conducted?

958 12. Did Copeland ever write any letters to the company at Milwaukee, or the company ever write to him on said business, or any other business, to your knowledge?

13. Please attach, as exhibits to your deposition, the original of all correspondence in your possession, and letter-press copies of all letters written by you in regard to said Angle loan which have not already been attached to the dep. of J. H. Van Dyke, & if any such correspondence has been attached to the deposition of Mr. Van Dyke, please refer to each letter purporting to have been written by you, or which was received by you, and identify the same, and state if you wrote, mailed, or received said letters or documents, and specify which of them you wrote, mailed, & received.
14. State any other facts or circumstances within your knowledge relating to this case of advantage to either party.
15. Please examine Exhibit No. 2, attached to these interrogatories, and state if the company ever furnished to any one such blanks to be used in the transaction of its business.

959 16. State if the said company, or any of its officers, ever furnished any blank orders to any one of its agents, or used any such blank in the transaction of its business as the form of order signed by Angle, & upon which the $10,000 was paid.

17. At the time of the payment of said $10,000 had you any knowledge or information that C. W. Copeland had any such blank as Exhibit No. 2 in his possession, or that he had executed any such receipt?

18. Had Copeland any authority to execute such a paper or to receipt for any securities, bonds, or mortgages for or in the name of the company?

19. At the time of the payment of the $10,000 had you any knowledge or information that C. W. Copeland had any printed blanks in his possession like that of the order presented for payment?

20. Had you at the time of the payment of the money to said
960 Copeland any knowledge or information that Copeland had claimed to act for the company in soliciting loans or transacting business for the company in regard to loans?

21. Had you ever *saw* Copeland before that time and transacted any business with him? If so, state the particulars.

22. Please examine order purporting to be signed by N. B. Brown, and attached to the deposition of J. H. Van Dyke, and state if you paid the same to Copeland, and all the facts connected with said payment.

23. Was said Copeland known to you as the agent of the Northwestern Mutual Life-Insurance Company in that transaction? If not, for whom and as whose agent did you pay him said money?

961 Interrogatories to be propounded to Heber Smith.

1. State your name, age, and place of residence.

2. State if you hold any official position in the Northwestern Mutual Life-Insurance Company, and how long you have been such officer.

3. State what are your duties in connection with the business of said insurance company, and what department of the business, if any, you superintend.

4. State if said insurance company is engaged in the business of loaning money, and by what officer or agents of the company said business of loaning money is conducted.

5. If you say you have the supervision of the business of life-insurance, state whether you have anything to do with the loan business, or whether the agents employed and appointed by you have anything to do with that department of the business.

962 6. State if you are acquainted with I. T. Martin, of Davenport, Iowa, and if he was employed by you for the Northwestern Mutual Life-Insurance Company, and, if so, for what business was he employed?

7. Examine Exhibit No. 1, attached to these interrogatories, and state if that is a copy of the contract made by you with said Martin, (the rates of commission left blank,) and if that was the contract existing between the company and said Martin during the latter part of the year 1870 and the year 1871.

8. State if said Martin had any other employment or authority to act for said company in the transaction of its business than that given him by virtue of said employment and contract with you.

9. Had you any authority to employ agents to do any business for the company in connection with the business of loaning money?

10. By whom were the local agents of the company employed in the State of Iowa?

963 11. How was the insurance business of the company transacted in the State of Iowa?

12. Did the officers at Milwaukee ever receive any letters or communications directly from C. W. Copeland, of Cedar Rapids, or ever mail any communication to him?

13. If you have stated what officers attended to and supervised the business of loaning money of the company, state if they had any corre-

spondence with or had anything to do with the appointment or employment of agents to solicit insurance, or whether they examined or had anything to do with the correspondence of agents relating to the department & business of insurance.

14. State whether said I. T. Martin, or any agent or agents employed by him, had any authority to negotiate loans of money for the said insurance company, or to solicit loans of money or persons to make loans from the said company.

964 15. State whether said I. T. Martin or any agent or agents employed by him had any authority to receive for the company and execute receipts in the name of the company for any securities, bonds, or mortgages given to secure loans made by the company.

16. State if you furnished I. T. Martin with blanks to be used by him and agents employed by him in the transaction of business.

17. Examine the order attached to the deposition of J. H. Van Dyke, purporting to be signed by H. G. Angle, and state if the company ever furnished to any of its officers or agents any such forms or any form of order to be used in the transaction of the loan business of the company.

18. Examine the form or rece'pt attached to these interrogatories as Exhibit No. two, and state if the company ever furnished any of its agents any such document or form to be used in the transaction of its business.

965 19. Had you any knowledge or information at any time prior to the payment of the money to Copeland on such order that said Copeland had in his possession any such blank forms of orders and receipts?

20. Had you any knowledge or information prior to the time the money was paid Copeland on said order of Angle's that said Copeland solicited loans or claimed authority to solicit loans for the Northwestern Mutual Life-Insurance Company?

966 EXHIBIT No. 1.

This agreement, made the first day of November, A. D. 1870, between the Northwestern Mutual Life-Insurance Company and Isaac T. Martin, of Davenport, Scott County, Iowa, witnesseth, that the said Martin has been appointed agent of the said company to have charge of the work, solicit applications, & collect premiums for insurance in the district comprising the following territory, to wit: the States of Iowa and Nebraska, and the county of Rock Island, in the State of Illinois, with power to appoint agents and examening physicians, subject to the approval of the company. The said Martin shall receive in full pay for such services and work and for all expenses of procuring applications and collecting and remitting the first year's premiums, except medical examinations, canvassing supplies, legal taxes, postage, and exchange, , (for the first five years of this contract, the rate for the

967 remaining time to be determined hereafter in accordance with the hereinafter-mentioned stipulations,) of the first year's premiums on the policy, except extra premiums, the commission on which shall be , in all cases and for every year, except as hereinafter otherwise provided; and except premiums on full-paid policies, (i. e., for which the whole premium for life is paid at one time and five annual premium policies,) the commission on which shall be of the amount of one annual premium on a ten-year policy for the same age, and on the remainder, first year's commission on non-participating policies

to be less than participating rates of same tables; that the said Martin shall be entitled to collect, and shall and will faithfully and diligently collect, the renewal premiums on all policies held by parties residing within the limits of said agency, meaning all policies obtained by himself or his agents, and on policies of parties moving and residing within the same, as soon as due notice is had at the home-office of the said company by said parties to change their residence and place
968 of payment to within the limits of said agency, for which last-mentioned collection the said Martin shall receive of such renewal premiums while he retains his agency, subject to modification as hereinafter stated, and excepting clergymen who pay at the home office of the said company, but not longer as to any policy than the person hereby assured remains resident within the territory of such agency.

In case of substituted policies of increased insurance on the same person, (the increase being effected by changing a policy, the premiums on which have been paid in cash, into a larger policy, the premiums on which are to be paid on the note plan, the old policy being surrendered and its surrender value applied to the payment of a cash premium on a new policy,) or of increased premiums resulting from any other change of policy, first commission will be allowed only upon the actual amount of the increase of annual premium received by the said company and renewal commissions on the remainder. For the purpose of fix-
969 ing the amount of commission retainable out of any one payment of premium the following rules will be observed: If the premium is payable quarterly, commission will be computed quarterly on the quarterly cash premiums of the loan-note, if any. If payable semi-annually, commission will be computed semi-annually on the semi-annual cash premium and one-half of the loan-note, if any. If payabl· annually, commission will be computed on the total annual premium. Commission will in no case *will* be allowed upon any part of a premium before the same is collected and paid over to the company. It is further agreed that all general advertising shall be done by the said company, leaving any local advertising to be done by the said Martin as he may elect at his expense.

Unless for good and sufficient reasons, this contract shall be renewed at the expiration of the same for five or more years, upon as favorable terms as the company is at that time making contracts with State agents, and in case this contract is not revived at the end of the
970 term, the said Martin shall be allowed renewal commission upon all premiums of all policies then in force for two (2) years from the date of such discontinuance, to be paid as the same are collected and reported, meaning two years' renewal commissions after this contract is discontinued. It is further agreed that in case of the death or disability by sickness of said Martin this contract may be transfer'ed or assigned to parties of insurance experience and business integrity, subject only to the approval of the company; or in lieu thereof the said company agrees to pay the said Martin or his family renewal commissions as above. It is also agreed that the said Martin shall, on the first day of each month, remit to the said company all funds belonging to the said company in his possession at that time. At the expiration of five years from the date of this contract the rate of commission on new work shall be subject to such modifications as shall make it cor-
971 respond with the rate paid on new work under contracts made at that time or at the last date of contract made for similar agencies. In consideration of the above, said Martin will devote his entire time,

energy, and ability to soliciting applications, collecting premiums, and otherwise promoting the interests of said company. He will comply with the rules of said company, and make report of each month's business to said company on or about the twenty-fifth day of the month next succeeding, inclosing cash enough to balance such report, and that as soon as practicable will, at the expense of said Martin, employ a sufficient number of agents under said Martin to thoroughly canvass the entire field embrased in this contract; and in consideration of this contract the commissions to which the said Martin is entitled thereby in the work of such agents will be responsible to the said company for all business done by or intrusted to the agents under said Martin; and that in addition to such liability the said Martin, for the greater
972 security to the said company, upon the appointment of each and every such agent, will take, in the name of said company, good and sufficient bonds from such agent or agents conditioned in the usual form of the bonds required from agents by the said company. This contract is for the term of ten years, but can be closed by either party at the end of six months after giving the other party written notice of a desire to do so if for good and sufficient reasons; and it is further agreed that the said Martin will not do business for any other insurance company so long as he retains an interest in this contract; and it is further understood and agreed that, upon the discontinuance of this contract in any way, all interests of said Martin in this contract in commissions on premiums shall revert back to the said company except as above mentioned, and upon the deferred semi-annual and quarterly premiums on the first year's business unless it is otherwise specially agreed. It is
973 further agreed and understood that the said Martin, in making contracts with subagents under him, will not grant any privileges or conditions other than those in this contract contained.

HEBER SMITH, *V. Prest.*
I. T. MARTIN.

974 EXHIBIT No. 2.

Northwestern Mutual Life-Insurance Co. has received of Horatio G. Angle, by the hands of C. W. Copeland, agent for record and transmission, a bond and mortgage in the sum of ten thousand dollars, on the following property, to wit:

Lots 8, 9, 10 in block 33, and lot 2 in block 24, and lot 6 and 40 ft. of lot 7 in block 16, city of Cedar Rapids.

On payment of the above sum to the person authorized to receive it, this receipt shall be returned to the company.

NORTHWESTERN MUTUAL LIFE-INSURANCE CO.,
By C. W. COPELAND, *Agent.*

"Printed matter in the original is underscored in the above."

(Endorsed:) We acknowledge service of the within notice & commission & interrogatories this 3rd day of September, A. D. 1873.
(Signed) POLK, HUBBELL & GOODE,
Attys. for Pl'tff.

Filed Sep. 15, 1873.

GEORGE B. CORKHILL, *Clerk.*

975 In circuit court U. States, district of Iowa.

H. G. ANGLE
vs.
THE N. W. M. L. INS. CO.

The pltff., by counsel, objects to interrogatories 4, 13, 15, 17, 18, 22, 27, 28, 29, 30, 31, 34, propounded by deft. to J. H. Van Dyke, because the same are—

1st. Leading & suggestive of answers.

2d. They seek irrelevant, immaterial, & incompetent evidence.

3d. The evidence sought would be secondary & inadmissable, and subject to such objections;

Propounds the following cross-interrogatories to witness Van Dyke:

X-int. 1. Explain the manner, & through whom, in which the N. W. M. L. In. Co. informs the public that it has money to loan.

" 2. How does it advertise its business of life-assurance, if at all; and does it in its advertising circulars, cards, books, or news-

976 papers, ever combine a notice of its insurance & loan business?

" 3. Does the company ever furnish its agents with printed books, circulars, or cards containing reference to and notices & estimates & statements of its business of loaning money?

" 4. Did it ever furnish I. T. Martin with any such printed documents, and did he have such during the three last months of 1870, and the five first months of 1871? And, if yea, attach a sample copy of each of such documents furnished said Martin or in use by him as agent of the compy. with its knowledge during that time as exs. to your answer hereto.

" 5. Does your compy., the defendant, allow its general agent Martin, in State of Iowa, discretionary power in the matter of printing & publishing in said State, notices, circulars, &c., towards advancing & promoting the interests of the company; if yea, at whose expense?

977 " 6. Was the application of H. G. Angle for the loan in controversy made upon a blank form, furnished by the compy. or used by its agents with the co.'s knowledge, and by whom was such blank filled up, from whom received, & at what date, & from what point was it mailed to the compy., or did it come by express; what other documents or letter or letters accompanied it, and whose name or names appeared on or was connected with it as agent or agents of the company? If any letter accompanied it from Martin or Copeland, attach a copy; also attach the original envelope, as exs. to your answer hereto.

X. 7. After a loan is voted, how does the compy. usually ascertain the sufficiency & regularity of securities offered or given, & if by correspondence or special agents, is that trusted to & conducted thro' its insurance agents in the locality of the borrower, or by & thro' strangers?

978 " 8. Did the mortgage delivered to and accepted by you embrace all the property mentioned by your officers or agents in your notice to Angle of acceptance of his application; if not, how happened it that less was taken; and was the question whether less should be so taken submitted to the company before the mortgage was in fact executed; if not, who assumed the liberty of accepting the mortgage for less, and did the company ever make any objection thereto?

Int. 9. Was there an endorsement on said mortgage indicating that it had been recorded when it was delivered to the company; if yea, was

such indorsement genuine or a forgery; if forged, when did you first suspect it, and what lead to the suspicion; and did you write or have written by any officers of the company, & by whom, any letters to any person in Linn Co., Iowa, in relation thereto, & if any such letters,
979 give the date and attach letter-press copies as exhibits to your answer hereto.

" 10. Did you know the individual personally who presented Angle's order for $10,000; if yea, how long had you known & how intimately, and how & where did your acquaintance ? If not, who introduced him & vouched for him as the payee of said order?

" 11. Did you examine the order presented & order its payment; if yea, did you notice the erasure of "drafts to the order of;" if yea, did you call attention to it & ask any explanation; and with what result?

" 12. Was the order paid in current funds or in a check? If in the latter, when and to whom was it payable, and why was a check or checks given instead of money; at whose request & what reasons were assigned therefor?

980 " 13. When did you first suspect that the order of Angle's had been altered or forged, and what first excited suspicion?

" 14. Did you or any other officer of the company go or send to the bank at Chicago on which you had drawn the check or checks for Copeland, or send any one; and if yea, when & who went, for the purpose of inquiring about the check or Copeland; and did such person say to Mr. J. J. Pierce, or Mr. Parsons, that he or they feared there was something wrong about the order from Angle that the co. had paid; that the order had been altered, or words to that effect?

State what took place in reference to that matter, and why such trip to Chicago was made, and what had lead you or the compy., at that time, to suspect the order had been altered.

" 15. What steps were taken by you or the company to pursue or advertise, or try to arrest Copeland; and did you or the company offer a reward for him, & how much, & in what papers?

981 " 16. What interest had you in his pursuit or arrest, and how much money did you pay out towards it?

" 17. Have you any orders from any borrowers in Iowa for the amount of their loans, sent on after the securities were perfected or before, to have the money sent them? If yea, attach a copy, of date April or May, 1871, as an ex. to your answer hereto.

" 18. How were loans usually remitted to borrowers in Iowa in the early part of 1871, & up to June; in money or drafts; & if in the latter, to whose order, and what steps were taken by the company to get receipts from the party to whom the money or drafts were sent, when it should go into the borrowers' hands?

" 19. If, in answer to int. 11, you give any statement or information derived from any statement of plaintiff, please give all that plaintiff said on the subject at the time, and who was present,
982 and where & when was it, & was the original order before him & you at the time?

" 20. Did you not know at the time, & before the presentation & payment of Angle's draft, that Copeland was your agent or subagent, under Martin, for your company, at Cedar Rapids, Iowa?

" 21. Had not I. T. Martin, your general agent, informed you prior to that time, &, if yea, when, that he had employed or appointed C. W. Copeland special agent at Cedar Rapids; and did not you, or some officer of your company, insert his, Copeland's, name among the list of agents in Iowa; if yea, when was this done?

" 22. Examine your books or files and state the exact date when C. W. Copeland was appointed or recognized by you as one of your agents in Iowa. If you have no such documentary evidence, give the date from memory.

983 " 23. If I. T. Martin, under authority, appointed Copeland agent, state the date when you were notified thereof, & attach a copy of Martin's letter advising you as an ex. to your answer hereto.

" 24. Did you or the company have knowledge that Martin & Copeland were soliciting applications for loans from your co. in 1870, and forwarding such applications; if yea, did you object to or encourage the same?

" 25. If in preparing and forwarding such applications & getting up abstracts, & having appraisements made, said Martin and Copeland were acting as agents for the borrowers & not for the comp'y, can you explain, on any ordinary business principle, why you intrusted the management & inspection, on such important points in the business, to the borrower's agents & holders, one to look after it for the company?

984 " 26. Did you not, in fact, rely upon your insurance agents to protect and guard the interests of the company in the matter of securing your loans?

" 27. Was not Martin's compensation as agent (which you & he refuse to disclose) fixed & adjusted with reference to his looking after the interests of the company in cases of loans, & is he not in some way indirectly or directly compensated therefor?

" 28. Will you please state what is omitted of your contract with Martin, shown in ex. to your direct examination? Permit the notary to copy the same, & if you refuse give your reason for refusal.

" 29. What proportion of the loans made by the comp'y in Iowa, if any, has been negotiated from commencement of application to conclusion of paying the money to the borrower, without passing thro' the office of Martin and without his approval or recommendation?

985 " 30. State whether the company ever furnished Martin with blank applications for loans and blank appraisements; if yea, for what purpose. Also, will you attach a form of such blanks to the answer hereto as exhibits?

" 31. Has the company now, or did it have, for use in May, 1871, orders in blank of the form used by Copeland to draw Angle's money? If yea, attach an exact copy & fac simile. If nay, attach a copy of the blank form they did have & use for such purposes.

" 32. Did not the company give or authorize the giving by its agents of receipts for bonds & mortgages & abstracts sent for examination & approval; if not, what was the objection thereto & the reason *from* the varying from the ordinary mode of doing business?

" 33. Did the company ever receive bonds & mortgages & abstracts of title from proposed borrowers through the mail or by express

986 from Martin or Copeland, and did not the company know or believe that a recpt. had been given by their agents for the same?

" 34. When you sent back Angle's application for loan accepted, did you not send it to or thro' Martin at Davenport, and did you not know that the subsequent steps in the matter of perfecting securities, &c., would be taken by Copeland or Martin in your or the company's behalf?

" 35. When Copeland presented the securities and order, did he not tell you that he had got your securities all fixed up & properly recorded & had Angle's order along with him & wanted to carry amount of the

loan at once to Angle, as he had promised Angle for the co. that he (A.) should have it at a particular time?

" 36. Had the bond & mortgage of Angle's come to you thro' the hands of I. T. Martin, would you have considered him the agent of Angle in such transaction? If not, why did you consider Cope-
987 land his (A.'s) agent in that matter?

" 37. How long after the bond & mortgage were presented by Copeland before you paid him the money or gave check on the order, and why the delay?

" 38. Did you take any steps, & what, to verify Angle's signature? Did you telegraph him to explain the erasure, or were you satisfied because the same was presented by Copeland, whom you believed and trusted?

Int. 39. What time in the day, and on what day in the week, month, & year did Copeland present said order of Angle's for the money?

" 40. Do you keep in your office or the comp'y's office at Milwaukee books of ac. from which copies literally or substantially of Martin's monthly reports for months of Oct., Nov., & Dec., 1870, and Jany., Feby., Mch., April, & May, 1871, can be drawn, showing his rects. & disbursements for the compy? If yea, will you attach literal copies, if prac-
988 ticable, if not substantial copies thereof, as exs. to your answer hereto?

" 41. Did the company not know that Martin & his subagents in Iowa had blank applications for loans & appraisement furnished by the compy., prepared with reference to, & blanks or spaces for the action upon & approval thereof by an agent in 1870–'71, and was not the company constantly receiving, approving, & voting loans thereupon & sending back the drafts or the money to the borrowers through these very men who had been furnished the blanks by the company for that very purpose?

" 42. Did the compy. ever furnish these blank applications & appraisements to any but its own agents, except to the party desiring to apply for the loan?

" 43. Did you ever furnish plaintiff with a copy of order, Ex. 2, on which Copeland drew the money? If yea, when; at whose request; where; under what circumstances; was it an exact copy & fac-
989 simile taken from the original; if not in what did it differ; who copied it, & did you & Angle, or either, compare it with the original?

" 44. Where had the original been during the interim from time of its presentation by Copeland, in whose custody, & and had it been subject to much handling & inspection, and had it at any time been sent off from Milwaukee to any other place or person?

Int. 45. Will you attach all letters from Angle, Copeland & Martin to your company, or any of its officers at Milwaukee, touching or relating to Angle's application for loan, & the securities for the same, not already attached to some other answer in your deposition as exhibits to your answer hereto, or give a reason for not doing so if you fail?

" 46. Will you attach as exs. to your answer to this int. the original letters to the compy. recd., with the abstract of title to Angle's property each time it was received?

990 " 49. State who conducted the Iowa correspondence with the home office at Milwaukee on part of the home office, and how do you know whether any correspondence was had directly with Copeland during the years 1870 & '71?

" 48. Did the company have any contract with I. T. Martin prior to Nov., 1870, in relation to the agency for State of Iowa? If yea, attach a copy to your answer hereto as an ex.

X-int. 49. Please state what applications for policies of insurance in your company from the State of Iowa were made & forwarded to your company between the 1st of October, 1870, and the 1st of Feby., 1871, by or through C. W. Copeland, or signed & recommended by C. W. Copeland, as special or local agent, & countersigned by I. T. Martin, genl. agent for Iowa. Give the name of the applicants & the dates, and attach the original applications, or give a reason for not doing so, & attach copies including the "agent's statements" on each application.

991 " 50. Will you attach as exs. to your answer hereto the original applications for loans made by—

J. P. Craig, Nov. 15, 1870,	for.....	$1,000
E. B. & L. Guild, Mch. 28th, 1871	"	2,000
T. J. Upton "	"	2,500
Ambrose A. Call, April 15, "	"	5,000
D. L. Wilbur, without date,	"	1,600

with the name & statement, if any, of the special or local agent who prepaired them, or give a reason for not doing so, and attach copies; also the original letters, or, if you refuse, copies thereof from both the special agent & the genl. agent, Martin, which accompanied each application?

992 Cross-ints. to Heber Smith, (subject to objections to int. 8, because it seeks to prove part of a written document showing on its face that it is curtailed & incomplete:)

X-int. 1. If you answer that your duties are confined to the life-insurance business, please state how you came to know whether any agents to negotiate loans are appointed, or acting, or have been in Iowa, and how you know that the agents employed by you, including Martin, since Oct., 1870, have had nothing to do with the matter of negotiating loans.

X-int. 2. Do you not know, & is it not true, that nearly every application for loan from the State of Iowa to your compy. during the latter part of 1870 and the first five months of 1871 came thro' the office of I. T. Martin, at Davenport, approved or disapproved by Martin or some subagent, and that the appraisements were nearly all made under the direction & supervision of one or the other, and that these blank

993 applications & appraisements were furnished Martin by the company for that very purpose?

" 3. If, in answer to direct inty. 16, you answer in the affirmative, then will you attach one or a copy of each kind of blank so furnished as exs. to your answer hereto, unless already attached to witness Van Dyke's deps. or some other portion of yours?

We also propound to this witness all the cross-interrogatories propounded to J. H. Van Dyke from 1 to 50 inclusive.

994 Cross-interrogatories to be propounded to W. H. Farnham, (subject to objections to direct int. 9, 10, 14, because they are leading & improper, and seek immaterial & incompetent & secondary evidence.)

X-int. 1. When and where did you first see Copeland, and who introduced him to you, and was the occasion of a social or a business character? If the latter, what kind?

X-int. 2. What business was Copeland engaged in when you first became acquainted with him?

X-int. 3. Had you not heard of him previous to knowing him through I. T. Martin? If yea, about how long before?

X-int. 4. Did you know Copeland when he presented the order of Angle for $10,000? And was he then an agent of your comp'y for any purpose or business, & what, where, & and how long had he been such agent?

995 X-int. 5. If you answer "yes" to direct int'y 11, will you attach copies of letters received and sent as ex's to your answer to this interrogatory?

X-int. 6. At what printing-office did the company have its blanks printed used by it or its agents in latter part of 1870, & in 1871 up to June 1?

X-int. 7. If you say, in answer to direct interrogatory No. 22, that you paid the money to Copeland on N. B. Brown's order, state whether or not a letter came with the order from Brown; & if yea, attach a copy. Also state what kind of money you paid & how much, or whether paid in drafts, & of what amounts, payable to whose order; whether Copeland receipted for the money or drafts; and, if yea, give copy of rec'pt; also how much of the money Copeland claimed to belong to him or Brown admitted to belong to him, and whether Copeland was at that time agent for the company in procuring life-insurance policies in Iowa

996 for your comp'y, and what evidence had you that he was agent for Brown?

(See No. 8 below.)

We also propound the same cross-interrogatories to this witness as propounded to witness J. H. Van Dyke from No. 1 to 50, inclusive.

(Signed) POLK, HUBBELL & GOODE,
Attys. for Pltff.

X-int. 8. If, in answer to direct int. 8, you mention any certificate' that were made out, will you please attach the originals or give a reason for not doing it, & attach copies or give the substance of them if lost.

(Endorsed:) The execution of this commission appears by certain schedules hereto annexed.

(Signed) FR. BLOODGOOD,
Commissioner.

Comr.'s fees, (including express,) $91.00; wit's, $13.80.
Filed Sep. 15, 1873. George B. Corkhill, clerk.

997 United States circuit court, district of Iowa.

H. G. ANGLE, PLAINTIFF,
against
THE NORTHWESTERN MUTUAL LIFE-INSURance Company et al., defendants.

Index to depositions on behalf of the defendants, the N. W. Mutual Life-Ins. Co., taken before Francis Bloodgood, commr.

		Pages.
1. John H. Van Dyke,	direct	1 to 18
	cross	18 to 58
2. Heber Smith,	direct	60 to 67
	cross	68 to 88
3. W. H. Farnham,	direct	89 to 96
	cross	96 to 123

998 Depositions of John H. Van Dyke, Heber Smith, and William H. Farnham, produced, sworn, and examined before me, Frances Bloodgood, a commissioner appointed by the circuit court of the United States for the eastern district of Wisconsin, under the act of Congress approved February 20, 1812, and the acts amendatory thereof, at the city of Milwaukee, in said district, on the 24, 25, 26, & 30 Sept., and the 8, 11, 13, 14, & 12 of October, 1873, by virtue of the annexed commission to me directed, and upon the interrogatories thereto attached, to be read in evidence in a certain suit now pending in the circuit court of the United States for the district of Iowa wherein H. G. Angle is the plaintiff and the Northwestern Mutual Life-Insurance Company et al. are the defts., on behalf of the defendant, The Northwestern Mutual Life-Insurance Company.

999 SEPT. 24TH, 1873.

JOHN H. VAN DYKE, of the city of Milwaukee aforesaid being by me first duly and publicly sworn, did depose, in answer to the said interrogatories, as follows, viz:

Interrogatory first. State your name, age, and place of residence.

Answer. John H. Van Dyke; forty-nine years; Milwaukee, Wisconsin.

Int. 2nd. State if you hold any official relation to the defendant, "The Northwestern Mutual Life Insurance Company;" if so, what it is, and if you held such relation during the years 1870 and 1871.

Ans. I do; president; and was in 1870 and 1871.

Int. 3rd. Did said company loan money during the years 1870 and 1871? And if so, state by what officer or officers it transacted said business, and the powers and duties of such officers in regard to such business. [Fr. Bloodgood, comr.]

1000 Ans. I did. The executive committee votes all of the loans of the company's funds, and they alone have power to do so when the board of trustees are not in session. After they have voted a loan the consummation of the loan is under the supervision of the president, who is authorized to pay the loan so voted, after the bond and mortgage, duly executed, together with the abstract of title, shall have been lodged with the president, duly certified by the legal counsel of the company, resident at Milwaukee, to be valid and correct.

The president takes charge of all applications for loans, and presents them to the executive committee for their consideration, of which committee he is ex officio a member. The board of trustees, when in session, have authority to vote a loan, but it is rare for them to do so, and after the' vote it, it takes the same course as if voted by the executive committee.

Int. 4th. Have you a copy of the articles of incorporation and

1001 by-laws of the company [Fr. Bloodgood, comr.] under which the company acted and did business during the years 1870 and 1871? And if so, please annex the same to this answer as Exhibit No. 3.

Ans. I have and now produce it to be annexed by the commissioner, and marked "Exhibit No. 3."

Int. 5th. Are you acquainted with the plaintiff in this suit, H. G. Angle?

Ans. I am.

Int. 6th. Did said H. G. Angle negotiate any loan of money with the said co. in the year 1871? If so, state the amt. and by what officer or agent of the company said loan was granted.

Ans. He did. The amount was ten thousand dollars, which loan was voted by the executive committee of the company on the 25 Feb'y, 1871.

Int. 7th. Did said Angle ever make any written application to the co. or its executive committee for such loan? And if so, please
1002 attach to your answer all [Fr. Bloodgood, comr.] applications received by the company purporting to be signed by said Angle, and the letters or correspondence transmitting such application, and the reply of the co. to the same, and make them exhibits to this ans., and number them from No. 4 upwards, for greater certainty and identification.

Ans. He did transmit an application to the co. for a loan of $10,000.00, dated Dec. 26, 1870, and therewith an appraisal of the property to be mortgaged, bearing date January 2nd, 1871. This application was inclosed to us by I. T. Martin, of Davenport, Iowa, the State insurance agent of the company for the State of Iowa, with his letter of date of January 3, 1871. This letter of I. T. Martin I cannot produce, because it is in the possession of the deft's. attorneys, Nourse & Kauffman, at Des Moines. This application was declined by the executive committee, and notice of this declination given by letter dated January 28, 1871, addressed to I. T. Martin. Mr. H. G. Angle's letters of February 13, 1871, proposing additional security, and therewith and appraisal on the back of said proposal, was received by the co. This letter of Mr. Angle
1003 was made [Fr. Bloodgood, comr.] and considered a part of the application, and the application, so modified by said letter, was considered by the executive committee at a meeting held February 25, 1871, and the loan of $10,000.00 voted him upon the security mentioned in the bond and mortgage subsequently executed by him to the co. under date of May 1, 1871. A copy of the company's letter declining the loan, as originally applied for through Mr. Martin, is hereto annexed marked "Exhibit No. 4." The application, with said letter of Angle's attached to it, is hereto annexed, marked "Exhibit No. 5." Notice that said loan was so voted was given by a letter dated March 1, 1871, addressed to Angle through I. T. Martin, a copy of which is marked "Exhibit No. 6." The company received a letter from I. T. Martin, addressed to the president, bearing date March 21, 1871, which letter is in the possession of the attys. of the co. at Des Moines; to which the company replied by letter of W. H. Farnham, assistant cashier, dated March 24, 1871, a copy of which is hereto annexed marked "Exhibit No. 7."

Shortly thereafter the abstract was [Fr. Bloodgood, comr.]
1004 received, and, not being clear as to the description of some of the lots, a letter of W. H. Farnham, assistant cashier, dated April 13, 1871, to I. T. Martin, was sent, a copy of which is hereto annexed, marked "Exhibit No. 8."

In this letter the co. returned the abstract to I. T. Martin; also therewith the opinion of Palmer, Hooker and Pitkin, counsel of the company, bearing date April 10, 1871. This opinion of the counsel of the co. is now in the possession of the attys. for the co. in this suit. In reply to this letter of the co. of the 13 April, the co. received a letter through I. T. Martin by mail, signed H. G. Angle, which letter is in the possession of the attys. for the co. in this suit.

On return of the abstract showing perfect title, the bond and mortgage was drawn by our attorneys & forwarded for execution through I. T. Martin, with letter of Farnham to Martin of May 1, 1871, a copy of which letter is hereto annexed, marked "Exhibit No. 9;" accompanying this letter was the bond & mortgage for execution.

Int. 8th. State if any abstract of title was ever [Fr. Bloodgood,

1005 comr.] furnished the company of the property mortgaged, and attach the original and letter-press copies of all correspondence in your possession in relation thereto, and number the same.

Ans. An abstract of title was furnished, which is hereto annexed marked "Exhibit No. 10." The copies of the letter-press copies of all correspondence have been attached to my answer to the preceding interrogatory. The original letters, as I have stated, are in the hands of the attys. for the co. in this suit at Des Moines.

Int. 9. State if the bond and mortgage in controversy was ever delivered to said co. or its officers at Milwaukee, Wisconsin; if so, state when and by whom.

Ans. It was, on the 16 of May, 1781, by the Rev. C. W. Copeland, so called.

Int. 10. State whether the said co. ever paid any money on account of said bond & mortgage; if so, state to whom it was [Fr. Blood-
1006 good, comr.] paid, and when, and, if any order was presented for payment, set out the original order as an exhibit to this deposition and number the same.

Ans. It did. The Rev. C. W. Copeland, so styled, called at the office of the company in the city of Milwaukee, and presented the bond and mortgage, duly executed, and therewith the policies of fire insurance referred to in the mortgage, said policy of fire insurance being for $5,000.00 each; one in the Ætna and the other in the Phœnix Insurance Co., being made payable thus: "Loss, if any, payable to the Northwestern Mutual Life Insurance Company, mortgagee, as its interest may appear. May 13, 1871. West and Eastman, agents."

He, Copeland, presented, at the same time *presented* an order of H. G. Angle, bearing date May 12, 1871, which is hereto annexed, marked "Exhibit No. 11." The bond and mortgage policies of insurance and abstracts were examined by Palmer, Hooker and Pitkin, the coun-
1007 sel of the co., [Fr. Bloodgood, comr.,] at Milwaukee, and their certificate given bearing date May 16, 1871, which certificate is hereto annexed marked "Exhibit No. 12." Upon the return of which papers with their said certificate, the sum of $10,000.00 was, on the 16th day of May, 1871, paid to the said C. W. Copeland on the said order, Exhibit No. 12, & his receipt therefor taken on the back of said order bearing that date. The co. first drew a check on the National Exchange Bank, payable in currency, for the amount of the said order, and afterwards, upon the request of the said Copeland, procured for him at said bank, in lieu of the currency, two sight-drafts on the Union National Bank of Chicago for $5,000.00 each, payable to his order.

Int. 11th. Do you know, from any statement of the plaintiff, who signed said order or when it was signed? If so, state your knowledge on that subject.

Ans. I do. Mr. H. G. Angle, the plaintiff, told me that he signed the order previous to its delivery to Copeland at Cedar Rapids, on or about its date. [Fr. Bloodgood, comr.]

1008 Int. 12th. Had you any acquaintance with C. W. Copeland prior to the time said money was paid to him? If so, state what it was and what business, if any, you had ever transacted with him.

Ans. I had. I had met him once previously. This was the 5th of Sept., 1870. The deft. had previously voted a loan of $5,000.00 to N. B. Brown, of Cedar Rapids, and when the loan was ready to be paid over Copeland called at the co.'s office and presented the securities and therewith a draft of N. B. Brown on the co. to pay the amount of the said loan to Copeland. Copeland at this time was unknown to any one in

the company's office, and was therefore required to identify himself. This is the only acquaintance I ever had with him until he again called at the company's office on the 16 May, 1871.

Int. 13th. Had Copeland ever obtained money from the company prior to that time? If so, state the particulars of the transaction and
1009 if upon any order [Fr. Bloodgood, comr.] from another set out the original order as an exhibit.

Ans. He had. I stated the time in my answer to the last interrogatory, and I have annexed a copy of the order of N. B. Brown's referred to in my answer to the former interrogatory, which the commissioner marks "Exhibit No. 13," and having upon its back a copy of the receipt of Copeland for the $5,000.00 paid him.

Int. 14th. Did Copeland ever have any correspondence with the co. upon any business whatever, prior to the time you ordered the payment of the money on Angle's order? Did he ever direct any letter to the co at Milwaukee to your knowledge, or was any letter or communication of any character ever sent to Copeland from the co.'s office?

Ans. No, none whatever; and I have no knowledge of his ever writing the company or having a letter written to him [Fr. Blood-
1010 good, comr.] by the company.

Int. 15. Did the company ever have any agent or agents in Iowa authorized to *select* or make loans of money for the company?

Ans. No, not since my connection with the co., & I have no knowledge that they ever did.

Int. 16. What business connection had I. T. Martin, of Davenport, with the defendant, The Northwestern Mutual Life-Insurance Company, during the years 1870 & 1871?

Ans. He was the State insurance-agent of the company for the States of Iowa and Nebraska.

Int. 17. State the nature and extent of the powers and duties of the said I. T. Martin, and what authority, if any, said Martin had to negotiate loans of money for the company?

Ans. I. T. Martin, by his contract with the co., is entitled to an
1011 agreed per cent. [Fr. Bloodgood, comr.] upon the life-insurance procured by him within the limits of his agency, he binding himself to work the district specified in his contract. He employs his own subagents, under such agreements and for such compensation as he may deem proper. The co. has nothing to do with the employment of subagents of the State agents, the subagents reporting only to the State agents, and the State agents being responsible to the co. for the work done in *his* district, whether in person, or done by *his* subagent.' I. T. Martin has no authority whatever to negotiate a loan for the co., and never has had any. The co. has no loan-agents as part of its system of business.

Int. 18. State fully the character of the loan business of the said company, and whether said business required the employment of agents to solicit or negotiate loans, and the extent of the applications for loans to the company in proportion to the amt. the co. had to loan. [Fr. Bloodgood, comr.]

1012 Ans. The funds of the co. are loaned by the executive committee, as I have stated in answer to a former interrogatory, which alone has authority to vote loans, except when the board of trustees are in session. No insurance agent has any authority to negotiate a loan for the co., nor do the officers of the co. ever make a loan independent of the action of the executive committee. The loans of the funds of the company, under the charter of the company, are required to be upon

real estate and Government securities, and may be made in the different States in which the co. does business. The applications for loans have been largely in excess of what the company have to loan. There is no provision or occasion for an agent to solicit loans, and no agent of the company has ever been authorized to solicit loans. The applications are required to be made direct to the executive committee, signed by the party desiring the loan, and when the loan-papers have been perfected, the co. pay the loan to the owner directly, either in
1013 check or draft to his order, unless the borrower by [Fr. Bloodgood, comr.] written request or order may have made a different disposition of the loan.

Int. 19th. Examine Exhibit No. , hereto attached, and state if the same is a correct copy (date of commission left blank) of the contract between I. T. Martin and the co. existing during the years 1870 & 1871.

Ans. It is, excepting in the duplicate original held by the company, with which I now compare it. The signatures are transposed and the commissioner has made some interlineations to make the exhibit a true copy of the original contract on file in our office; all of which will appear by inspecting the exhibit.

Int. 20. State what business said I. T. Martin ever transacted in connection with any loans made by the company, and whether or not any discretionary power or duties were ever exercised by him, or any money handled by him, or his agents or employees, in connection with the loans made by the company. [Fr. Bloodgood, commr.]

1014 Ans. I. T. Martin has forwarded applications for loans to the executive committee of the co. for diff't parties residing in Iowa, as we supposed for their accommodation and at their request, and the home office have advised parties through him of the action of the company thereon, its acceptance or declination upon such application; which acts on his part were not by virtue of any employment of the company, and was done, as we supposed, for the accommodation of his friends and friends of the company. He has never had any opportunity or authority to receive any discretionary powers. No draft is sent from the office until the certificate of the home counsel of the co., required by the by-laws, is furnished to the officers, or the votes of the executive committee directs the draft to be sent; and when the draft is sent it is to the order of the party to whom the money is to go. I have no recollection of any correspondence with any subagent or employee of I. T. Martin on the subject of loans.

Int. 21. In what manner and through was payment of interest on loans made to the co.? [Fr. Bloodgood, commr.]

1015 Ans. All interest is made payable at the home office. I know of no exceptions. Our notice is to remit in drafts or postal orders, to the order of the co., which notice we generally send out to the parties who executed the bond and mortgage, about 20 days prior to the time the interest is payable; and to systematize this the interest on our bond' and mortgages are made payable semi-annually on fixed days, part in May and November, part in July and January, and the interest is remitted direct by the parties to the home office; and on the receipt of the interest, which usually comes in drafts or postal orders, the receipt is sent to the mortgagor by the cashier.

Int. 22d. Did the co. ever pay I. T. Martin or any other person in the State of Iowa any commission or compensation on loans made in this State?

Ans. No; not since I have been president, and I have been connected with the co. as president since April 14, 1869, and it never has been done to my knowledge. [Fr. Bloodgood, commr.]

1016 Int. 23. State whether or not said I. T. Martin had any authority to employ any agent of the co. to solicit loans or transact business for the co. in the matter of negotiating loans of money, or if he ever assumed such power with the knowledge and consent of the co.

Ans. He had no such authority, and never assumed it to my knowledge.

Int. 24. State if the co. ever forwarded to any of its agents any form of order such as presented by Copeland, and upon which the $10,000.00 was paid, or any other form of order for the purpose of enabling them to draw money.

Ans. It never did.

Int. 25. Had you or any of the officers of the co., to your knowledge, any information or knowledge that Copeland had any blanks of that character in his possession?

Ans. We had not.

1017 Int. 26. Please examine Exhibit No. 2, and state when [Fr. Bloodgood, comm.] you first saw any such receipt, and if you had any knowledge that such receipt had been given by Copeland when the money was paid on the order presented by him.

Ans. I have looked at Exhibit No. 2. The first I ever saw or knew of such receipt was on or about the 27 or 28 of May, 1871, when Mr. Angle was at the home office. He then showed the receipt and gave me a copy thereof, and I at the same time gave him a copy of the draft or order on the company marked "Exhibit No. 11." The copy of the receipt given me by Mr. Angle is identical with the Exhibit No. 2, except that in the lower left-hand corner were the words, printed in capital letters, "Iowa agency," and on the left-hand margin were written the words, "Cedar Rapids, May 12, 1871." I did not know of any such receipt until it was shown to me by Mr. Angle.

1018 Int. 27. Did the co. ever furnish to Copeland or to any one else any form of receipt of this nature or character, or ever authorized any one in the State [Fr. Bloodgood, comm.] of Iowa to execute in its name any such document?

Ans. They never furnished any such document, and never authorized any one to sign any such document in the State of Iowa or anywhere else.

Int. 28. State whether or not C. W. Copeland ever had any authority to execute such a receipt for the co., or to receive, as the co.'s agent, any bonds or mortgages for it.

Ans. He never had.

Int. 29. When you authorized the payment of the $10,000.00 on Angle's order, whose agent did you believe him to be in the transaction?

Ans. I believed him to be Mr. Angle's agent; that Angle had sent him for the money.

1019 Int. 30. At the time you directed the payment of said order had you any knowledge or information that [Fr. Bloodgood, comm.] Copeland had any blank or printed form of receipt or order in his possession of the character of Exhibit No. 2, or of the character of the order on which the money was paid?

Ans. I had not.

Int. 31. At the time the co. recd. the bond & mortgage from said C. W. Copeland, for whom and as whose agent did you believe he delivered it?

Ans. For Angle and as Angle's agent. He said Angle sent him; that Angle had obligations to meet in Chicago, and could not wait for the transmission of the drafts from the office, and had sent him to get

the money, and the drafts were subsequently obtained on Chicago in two amounts of $5,000.00 each, upon the representations of Copeland that they were to be used there for Angle.

Int. 32. What, if anything, was done about the acceptance of the bond and mortgage after Copeland presented it before [Fr. Bloodgood, comm.] it was accepted and the money paid on account of it?

Ans. I have answered this in my answer to a former interrogatory. They were sent to the officers of the home counsel, together with the policies of fire insurance, and when the papers were returned accepted by the certificate of the said counsel, the money was paid to Copeland in the manner detailed by me in a former interrogatory.

Int. 33. If any certificates were obtained and presented in connection with the bond and mortgage before the money was paid, please attach copies thereof, or the originals, if in your possession, as exhibits to your deposition.

Ans. Exhibit No. 12 is the original certificate of the home counsel which was returned to the company together with the bond and mortgage and policy of insurance. [Fr. Bloodgood, commr.]

Int. 34. State any other facts or circumstances in your knowledge having any bearing upon this case of benefit to either party.

Ans. I can now think of nothing.

Int. 35. Had you any knowledge or information prior to the time the $10,000.00 was paid to Copeland on said order of Angle's, that said Copeland was soliciting loans for the co., or that he claimed to have or assumed to have any authority to act for the co. in the transaction of its loan business?

Ans. I did not. [Fr. Bloodgood, comr.]

Cross-examination:

Cross-int. 1. Explain the manner, & through whom, in which the N. W. M. L. Ins. Co. informs the public that it has money to loan?

Ans. The co. have never informed the public in any manner that it has money to loan otherwise than in reply to letters addressed to it. The applications for loans have always been largely in excess of the moneys it had to place.

Cross-int. 2. How does it advertise its business of life insurance, if at all, and does its advertising circular, cards, books, and newspapers ever combine any notice to the public of its insurance and loan business?

Ans. The co. has issued in pamphlet form, from time to time, the plan of its insurance business. It has also regular standard advertisements in the insurance publications. And I do not know of any publication of the co. in the form of a circular, card, book, or newspaper where in an advertisement the insurance and loan [Fr. Bloodgood, commr.] business is combined, and no advertisement that the co. had any money to loan has ever been made by the co. It has not been found necessary to do so.

Cr.-int. 3. Does the co. ever furnish its agents with printed books, circulars, or cards containing reference to, and notice, and estimates, and statements of its business of loaning money?

Ans. Not to my knowledge beyond the usual reports which go to agents and members, or which we design for them. If any agent or member of the co. should apply to the co. to ascertain what amt. of money was loaned in a State, we do and would inform them.

Cr.-int. 4. Did it ever furnish I. T. Martin with any such printed documents, and did he have any such during the three last months of 1870, and the five first months of 1871? And, if yea, attach a sample copy of each of said documents furnished said Martin, or in use by him as agent of the co. with its knowledge during that time, as exhibits
1024 [Fr. Bloodgood, commr.] to your answer hereto.

Ans. I am not aware of any being furnished I. T. Martin beyond the annual statement. He at one time (I cannot state the date) made application to know the amount of money which the company had loaned in Iowa, and the amt. then loaned in Iowa was stated to him either by letter or by word at the home office. I annex the annual statement of 1870 and 1871, marked "Exhibit No. 17."

Cr.-int. 5. Does your co., the defendant, allow its general agent, Martin, in the State of Iowa, discretionary power in the matter of printing and publishing in said State notices, circulars, &c., towards advancing and promoting the business and interest of the co.? If yea, at whose expense.

Ans. He is authorized by his contract, Exhibit No. 1, to do any local advertising he may elect at his own expense in his insurance business, and I know of no authority conferred upon him beyond that conferred by his contract. [Fr. Bloodgood, comm.]

1025 Cross-int. 6. Was the application of H. G. Angle for the loan in controversy made upon a blank form furnished by the co., or used by its agents with the co.'s knowledge, and by whom was such blank filled up, and from whom received, and at what date, and from what point was it mailed to the co.? What other document or letter or letters accompanied it, and whose name or names appeared on or was connected with it as agent or agents for the co.? If any letter accompanied it from Martin or Copeland, attach a copy; also attach the original envelope as exhibits to your answer hereto.

Ans. It was made in part upon a blank form furnished by the co., and in part upon the letter of H. G. Angle, of Feb'ry, 13, 1871, all of which are annexed as Exhibits No. 5. It was the form used by the co. of that time. The co. furnish them to the insurance agents of the co. or to others who applied therefor. The blank in this case was filled up in the handwriting of H. G. Angle as is also the letter of Febr.
1026 13, 1871. The apprisal to the application, I should judge, was Copeland's handwriting, but I am not very familiar with his handwriting. The application was received through I. T. Martin in a letter of Janr. 3rd, 1871, from Davenport, Iowa, by mail. I have no recollection of any other document or letter accompanying it. On the apprisal is written the name of C. W. Copeland, agent; but whether he was a subagent of I. T. Martin at that time I have no knowledge. We do not have insurance agents sign or make apprisal of property on which we loan money. Sometimes the names of some insurance agents are put on the apprisals, but the co. will not vote on such application unless a person other than such insurance agent signs the apprisal, a person known to the co. or satisfactorily endorsed. The letter of Martin enclosing the application to the co. is in the hands of the co.'s attorneys in this suit. The envelope was not preserved. Copeland addressed no letter to the co. on the subject. Whether he may have addressed a
1027 letter [Fr. Bloodgood, comm.] to Martin, I cannot say for certain. My impression is that there was a letter from Copeland to Martin forwarded by Martin to the co. in some stage of the Angle loan matter, whether in regard to the security or what I can't state. We paid but little attention to it. If there was such a letter it is with that of Martin in the

hands of the attorney in this suit. When I speak of a letter from Copeland I mean a letter purporting to be from him. I did not know his handwriting at the time.

Cr.-int. 7. After a loan is voted, how does the co. usually ascertain the sufficiency and regularity of securities offered or given, and if by correspondence or special agents, is that intrusted to and conducted through its insurance agents in the locality of the borrower or by and to strangers?

Ans. The co. never votes a loan until in the first place they have ascertained the sufficiency of the security upon which the loan is asked. After the loan is voted, the applicant is required to furnish a full abstract of the title to the property from the records, from the U. S.
1028 down to himself. This [Fr. Bloodgood, commr.] abstract is sent to the co.'s office, examined by the co'ies home counsel, and if found correct, the coies. home counsel draw the bond and mortgage, and securities, which are sent for execution, and, when returned duly executed, they are again submitted to the co'ies home counsel to examine as to their execution, and if correctly executed, the counsel so certify in writing to the co. The *the* co. mails the mortgage for record to the register of the county in which the property is situated, and upon continuation of the abstract stating the c'ies mortgage on record and no intervening incumbrances, they transmit a draft to be delivered to the borrower. If the applicant has sent the application through an insurance agent, we send at times, but not always, the draft through such agent, but to the order of the borrower, unless the borrower in writing otherwise orders, and sometimes the money is deposited to the borrower's order in bank, and sometimes applied otherwise as he directs. We neither trust insurance agents nor strangers in making or perfecting any loan of the co. The by-laws of the co. are [Fr. Bloodgood,
1029 commr.] specific and are followed to the letter.

Cr.-int. 8. Did the mortgage delivered to and accepted by you embrace all the property mentioned by your officers or agents in your notice to Angle of acceptance of his application? If not, how happened it that less was taken, and was the question whether less should be so taken submitted to the co. before the mortgage was in fact executed? If not, who assumed the liberty of accepting the mortgage for less, and did the co. ever make any objection thereto?

Ans. I suppose that they did, and it did. if lot 6 and the N. E. 40 feet of lot 7, in block 16, described in the mortgage, is identical with the eleven business lots of 20 feet each, referred to in the notice. The land department of the co. certified to the home counsel of the co. the description of the property upon which the executive committee has voted a loan.

It is the business of the home counsel, when they prepare the mortgage upon the examination of the abstract, to include in the mortgage all the property upon which the executive committee have voted the
1030 [Fr. Bloodgood, comnr.] loan. If they have not done so in this case they must have been mislaid by the abstract or otherwise. I do not know that less was taken. And no such question was ever submitted to the executive committee. There was a difficulty of getting at a proper description of the property from Mr. Angle's letters and application, and the co. called upon Mr. Angle to certify whether lot 6 and 7, block 16, were identical with the eleven business lots of 20 feet each. This the co. did in letter, dated April 13, 1871, (Exhibit No. 8.) The home office received a letter signed H. G. Angle or Horatio G. Angle, on the date of April 20, 1871, in reply, and that letter is in the hands of

the co.'s attornies in this suit. This letter of Angle's led his and our attornies to the conclusion that the property described in the mortgage included all the property mentioned in the application.

Cr.-int. 9. Was there an endorsement on said mortgage indicating that it had been recorded when it was delivered to the co.? If yea, was
1031 such endorsement [Fr. Bloodgood, comnr.] genuine or a forgery? If forged, when did you first suspect it, and what led to the suspicion, and did you write or have written by any officer of the co., and by whom, any letters to any person in Linn County, Iowa, in relation thereto? and if any such letters, give the date and attach letter-press copies as exhibits to your answer hereto.

Ans. There was; it was a forgery, I believe. I have been so informed, but I have no knowledge on the subject. On the 16th day of May, 1871, after the mortgage had been left with us, we sent the abstract to Lothian & Mitchell, of Marion, Linn Co., Iowa, to have it extended from the date to which it had been continued down to and including the record of the mortgage. I annex hereto, marked "Exhibit 14," a copy of said letter, which is dated May 16, 1871. In reply they informed us there was no such mortgage on record, and on the 19th day of May, Mr. Farnham, our assistant cashier, whose duty it was to take the custody of the securities and see to the record, wrote also to Lothian & Mitchell a [Fr. Blood-
1032 good, comnr.] letter of that date, which is hereto annexed, marked "Exhibit 15," and subsequently another letter of date May 24, 1871, a copy of which is hereto annexed, marked "Exhibit 16." These copies are taken from our letter-press book. After the letter of May 19th had been mailed, some time afterwards, when my attention was called to it, I told Farnham that we had no knowledge of Copeland being an agent of the co., and that he should not have so characterized him; to which Farnham replied that he supposed that he was a subinsurance agent of I. T. Martin; that he wrote under that impression. Mr. Farnham is not connected with the insurance department of the co. and has no knowledge of who was and who was not subagents. I made this explanation because Mr. Farnham has no right to characterize Copeland as an agent of the co.

Cr.-int. 10. Did you know the individual personally who presented Angle's order for $10,000.00? If yea, how long had you known him and how intimately, and how and when did your acquain [Fr.
1033 Bloodgood, comnr.] tance; if not, who introduced him and vouched for him as the payee of said order?

Ans. I did not know him; he was introduced to the co. on the 28th of October, 1870, at Milwaukee, at which time he presented a draft on the co., of N. B. Brown, for payment, before payment of which draft we required him to be identified. This was the only acquaintance I ever had with him, and the only time I ever saw him, until the 16th of May, 1871, when he presented the securities and draft of Angle referred to.

Cr.-int. 11. Did you examine the order presented, and order its payment? If yea, did you notice the erasure of "drafts to the order of?" If yea, did you call attention to it and ask any explanation, and with what result?

Ans. I did examine and order its payment; I did not examine the draft very critically. We were expecting the papers at or about that time, and as presented with the draft, were an exact compliance
1034 with our requirements and instructions, viz: The bond and mortgage, and assignment of policy of insurance; that is, loss made payable to the co. as its interest might appear. I can't now say whether I noticed the erasure of "drafts to the order of." The facts were, that I observed that the amounts of drafts and bond and mortgage

corresponded, and I passed them over to the assistant cashier to compare the signature to the draft with that to the bond and mortgage, and upon being satisfied that the signature was genuine, I passed it to the cashier for payment.

Cr.-int. 12. Was the order paid in current funds or in a check? If in the latter, where and to whom was it payable, and why was a check or checks given instead of money? At whose request and what reasons were 'signed therefor?

Ans. We keep all our money or nearly all on deposit to the credit of the treasurer at bank. Our checks are virtually all orders on the treasurer, and are payable in currency.

1035 We drew the check or warrant in this case [Fr. Bloodgood, comnr.] upon the treasurer, and were about to procure the currency for him on the check, when at his request, in lieu thereof, we procured for him two drafts on Chicago of $5,000.00 each, he stating, as the reason why he so wished them, that he had to use them there to pay obligations of Mr. Angle.

Cr.-int. 13. When did you first suspect that the order of Angle's had been altered or forged, and what first excited suspicion?

Ans. I have never suspected it was altered or forged, and do not believe it is.

Cr.-int. 14. Did you or any of the officers of the co. go or send to the bank at Chicago, on which you had drawn the check or checks for Copeland, or send any one; and, if yea, when and who went for the purpose of enquiring about the check or Copeland, and did such a person say to Mr. J. J. Pierce or Mr. Parsons that he or they feared there was something wrong about the order from Angle that the co. had paid; that the order had been altered, or words to that effect? State

1036 [Fr. Bloodgood, comr.] what took place in reference to that matter, and why such trip to Chicago was made, and what had led you or the co. at that time to suspect the order had been altered?

Answ'r. Mr. Jennings, the cashier of the co., went to Chicago at my instance on or about the 24th or 25th of May, 1871, to see about this matter. The reason he went was that Mr. Angle was telegraphing us from Chicago in regard to this matter, and I sent the cashier, expecting to meet him, and ascertain just what the trouble was. Jennings telegraphed me from the Sherman House, under date of the 25th of May, on arriving there, that Angle had left for Ottumwa, Iowa. Mr. Angle had telegraphed us from the Sherman House. I have no personal knowledge of what Jennings may have said while he was in Chicago to anybody. He had no authority to say anything to anybody from the co. I did not suspect that the draft had been altered, and do not now believe that it had been altered, but from Angle's telegraphing I saw there was some trouble. These telegrams of Angle [Fr. Blood-

1037 good, comr.] are in the hands of the co.'s attorneys in this suit. My telegram under date May 26. 1871, to Angle, informs him that we had learned that Copeland had drawn the money, and told him to see J. J. Pierce. The object of this telegram was to let him know that we knew that he already knew the facts about which he was telegraphing; that Mr. Jennings had been at the bank of J. J. Pierce, and thus learned that Mr. Angle was already informed of facts of which he was asking information of us.

Cr.-int. 15. What steps were taken by you or the co. to pursue or advertise, or try to arrest, Copeland, and did you or the co. offer a reward for him, and how much, and in what papers?

Ans. When Angle was here on or about May 28th, 1871, an under-

standing was entered into to employ the police to secure the arrest of Copeland; both he and the co. to aid as far as we could and to contribute to the expenses without reference to the question where the
1038 loss should fall by reason of Copeland's fraud, of whatever character it might prove to be, and without prejudice to the rights of either; we claiming the draft was not a forgery and declined to make any affidavits for Copeland's arrest, and claiming that Copeland was Mr. Angle's agent and not ours. Angle claimed that he had evidence that he, Copeland, was an agent of the co.; and on a subsequent occasion produced the receipt, a copy which is annexed hereto, (Exhibit 2,) which is the only evidence he ever produced to us. With a clear understanding of the position assumed by both Angle and ourselves we made the arrangement to have Copeland arrested if he could be found, and accordingly have made our best efforts to procure the arrest. The directions for his arrest were given to the chief of police of Milwaukee, Wm. Beck, by Mr. Angle and myself; the only reward that I know of being offered for him was offered by Wm. Beck, chief of police of Milwaukee, in pursuance of this agreement between Mr. Angle and the co., Mr. Angle making an affidavit for his, Copeland's, arrest upon
1039 the alleged [Fr. Bloodgood, commr.] ground of forgery; which affidavits I declined to make, and told Mr. Angle I would not make because I did not believe it was so. The co. did not offer any reward, nor did they make any advertisements in any papers. Whatever was done was done by Mr. Peck, chief of police, under the arrangement stated.

Cr.-int. 16. What interest had you in his pursuit or his arrest, and how much money did you pay out towards it?

Ans. We had no interest whatever in his pursuit or his arrest except to carry out in good faith the arrangement made with Angle hereinbefore detailed. We have paid to Wm. Beck, chief of police, in pursuance of such arrangement, his cash expenses, amounting to about $200.00, half of which amount Angle should pay us.

Cr.-int. 17. Have you any orders from any borrowers in Iowa for the amount of their loans sent on after the securities were perfected
1040 or before, to have [Fr. Bloodgood, commr.] the money sent them? If yea, attach a copy, of date April or May, 1871, as an exhibit to your answer hereto.

Ans. The only one we have is that of Mr. N. B. Brown, of Cedar Rapids, of date of October 24th, 1870, a copy of which is annexed hereto as Exhibit No. 13.

Cr.-int. 18. How were loans usually remitted to borrowers in Iowa in the early part of 1871, and up to June? In money or in drafts; and if in the latter, to whose order, and what steps were taken by the co. to get receipts from the party to whom the money or drafts were sent when it should go into the borrower's hands?

Ans. In draft to the order of the borrower, and the endorsement of the draft is the receipt.

Cr.-int. 19. If *an* answer to interrogatory 11 you give any statement or information derived from any statement of plaintiff's, please
1041 give all that plaintiff [Fr. Bloodgood, commr.] said on the subject at that time, and who was present, and where and when was it, and was the original order before him and you at the time?

Ans. The original order was before us at that time. I can't say whether there was anybody present besides Angle and myself. I think not. I was in my private office as president of the co. It was on or about the 27th or 28th of May, 1871; it may have been later. He was

here twice. Angle said, on inspecting the money-order or draft, that it was genuine except the words "drafts to the order of" had been struck out and the words current funds written in after his signature thereto.

Cr.-int. 20. Did you not know, at the time and before the presentation and payment of Angle's draft, that Copeland was your agent or subagent under Martin for your co., at Cedar Rapids, Iowa? [Fr. Bloodgood, commr.]

1042 Ans. I knew he was not agent of the co. I had no knowledge whether he was Martin's subinsurance agent or not.

Cr.-int. 21. Had not I. T. Martin, your general agent, informed you prior to that time—if yea, when—that he had employed or appointed C. W. Copeland special agent at Cedar Rapids, and did not you or some officer of your co. insert Copeland's name among the list of agents in Iowa; if yea, when was this done?

Ans. I. T. Martin never informed me that he had employed or appointed him as a special agent of the co. I never inserted his name among the lists of the Iowa agents, and have no knowledge that any officer of the co. ever did so. In my department, in supervising the financiers of the co. and in loans, I do not know, except incident-

1043 ally, as to who [Fr. Bloodgood, commr.] the subagents of the State agents are. The vice-president has the insurance agency more directly under his supervision, and is superintendent of the insurance agents as well as vice-president of the co. I know but very few of the subinsurance agents. I am not brought in connection with them; we have not even their names in the office.

Cr.-int. 22. Examine your books and files and state the exact date when C. W. Copeland was appointed or recognized by you as one of your agents in Iowa; if you have no such documentary evidence, give the date from memory.

Ans. He was never appointed or recognized by the co. as agent in any capacity or in any manner.

Cr.-int. 23. If I. T. Martin, under authority, appointed Copeland agent, state the date when you were notified thereof, and attach a copy of Martin's letter advising you, as an exhibit [Fr. Bloodgood, commr.]

1044 to your answer hereto.

Ans. I. T. Martin had no authority to appoint Copeland or any other man agent of the co. I never was notified, and am not aware of any such appointment, and am not aware that any officer of the co. was.

Cr.-int. 24. Did you or the co. have knowledge that Martin and Copeland were soliciting applications for loans from your co. in 1870 & 1871, and forwarding such applications? If yea, did you object to or encourage the same?

Ans. I never knew. I have no knowledge that Mr. Martin or Mr. Copeland ever solicited any applications for a loan. I did know that Martin forwarded applications for loans to the co. Copeland never forwarded one to my knowledge, and I should have known if any had been, as I have personal supervision of the loan department.

Cr.-int. 25. If, in prepairing and forwarding such applications,

1045 and getting up abstracts and [Fr. Bloodgood, commr.] *and* having appraisements made, said Martin and Copeland were acting as agents for the borrowers and not for the co., can you explain, on any ordinary business principles, why you entrusted the management and inspection in such important points in the business to the borrowers' agents, and had no one to look after it for the co.?

Ans. We never had entrusted the business to either Mr. Martin or any other insurance agent of the co., or any other man. The executive committee's rule is not to act upon any application but where the applicant is vouched for and his property appraised by men who are known to, or who have been satisfactory endorsed by, men known to the committee. We do not act upon any insurance agent's statement of property or the character of the borrower.

Cr.-int. 26. Did you not, in fact, rely upon your insurance agent to protect and guard the interest of the co. in the matter of securing your loans?

Ans. No. [Fr. Bloodgood, commr.]

1046 Cr.-int. 27. Was not Martin's compensation as agent (which you & he refuse to disclose) fixed and adjusted with reference to his looking after the interest of the co. in cases of loans, and is he not in some way indirectly or directly compensated therefor?

Ans. I have never refused to disclose his compensation to any one who had a right to be informed upon the subject, and have not the slightest objection to state what it is if the question is asked in the course of the examination. The compensation fixed in his contract, as general insurance agent, has no connection with or reference to loans in any manner whatever. He never received a cent to my knowledge, nor is to receive a cent, directly or indirectly, in connection with the loan business of the co. from the co. Martin's insurance contract, annexed as Exhibit No. 1, provides for the payment to him of compensation precisely the same as is paid to general agents of States where no loans or the co. are made. [Fr. Bloodgood, commr.]

1047 Cr.-int. 28. Will you please state what is omitted of your contract with Martin, shown in exhibit to your direct examination? Permit the notary to copy the same; and if you refuse, give your reason for refusal.

Ans. I do so state from the original contract (the co.'s duplicate) which I have before me; the omissions are as follows: In the first blank (25) twenty-five per cent.; in the second blank (2½) two and a half per cent.; in the third blank (25) twenty-five per cent.; in the fourth blank (7½) seven and a half per cent.; in the fifth blank (5) five per cent.; in the sixth blank (7½) seven and a half per cent.; in the seventh blank (2½) two and a half per cent.; in the eighth blank (2½) two and a half per cent. I do this to satisfy the curiosity of the counsel who ask the question, without being able to see the pertinency of it.

Cr.-int. 29. What proportion of the loans made by the co. in Iowa, if any, has been negotiated from commencement of application to conclusion of paying the money to the borrower without passing through the office of Martin, and without his approval or recommendation? [Fr. Bloodgood, comnr.]

1048 Ans. I have already stated the manner in which our loans are made. There is no negotiating about them. They are pressed upon us beyond what we can make. We act upon applications presented where the appr'isal is made in the form required by the rules of our executive committee. We do not vote loans based upon the appr'isal or recommendation of any insurance agent. Our early loans in Iowa were principally made upon the appr'isal of one or both of our trustees residing in Iowa, viz, the hon'r'ble J. F. Dillon and J. W. Cattell, and lately we have acted, in most cases, upon the appr'isal of persons endorsed and vouched for by one or both of them, or by appraisers endorsed by men who they had endorsed. I can't state any proportion about it. I can't state what proportion have come through Mar-

tin's office, and what have been made with or without coming through his office. Some of the largest &.best loans made in Iowa by the co. no insurance agent ever had knowledge of their being made, and loans have been made by the committee in Iowa where the State [Fr. Blood-
1049 good, commr.] agent himself prefe'red they should not be made. We are glad to get I. T. Martin's recommendation to any loan, and also the recommendation (if we can get it, and we do very frequently get it) both of the trustees and I. T. Martin; not because they are trustee or agent, but because we believe them to be men of integrity and of good judgment. And we frequently write to I. T. Martin, and to our trustees, for information before consummating loans.

Cr.-int. 30. State whether the co. ever furnished Martin with blank applications for loans or blank apprais'ments. If yea, for what purpose. Also, will you attach a form of such blanks to the answer hereto as exhibits?

Ans. We have frequently furnished Martin blank loan-applications, and appraisels upon his request, not otherwise, so that he might furnish them to any member of the co. or applicant for loans. And we very often furnish the same to the applicant, and at same time the name of the appraiser whos' appraisal we regard; and I annex hereto a
1050 copy now [Fr. Bloodgood, commr.] in use, which is furnished to parties applying for loans. Said exhibit is marked "Exhibit No. 18."

Cr.-int. 31. Has the co. now or did it have for use in May, 1871, orders in blank of the form used by Copeland to draw Angle's money? If yea, attach an exact copy and fac-simile. If nay, attach a copy of the blank form they did have and use for such purpose.

Ans. The co. never had a blank form of order in the form of the one used by Copeland, or of any other form. That is not the mode in which we now do our business, or did our business in May, 1871, or any other time. If borrowers choose to draw orders on the co., taking the business out of the usual course, which is to remit drafts, they make their own order, and do it upon their own responsibility. The very object of the plan of our business in remitting by draft to the order of the borrower, both in our loan business and by draft to the order of the
1051 beneficiary, in payment of loss [Fr. Bloodgood, commr.] in our insurance business, was to prevent the intervention of any agent, insurance agent or otherwise, between the co. and the party entitled to receive the money; and there is no departure from this rule in either case unless, after the securities are completed, the borrower by written order direct other disposition of the money. This has been the plan of the co. to my knowledge since April 4, 1869, at which time I became its president.

Cr.-int. 32. Did not the company give or authorize the giving by its agents of rec'ts for bonds & mortgages & abstracts sent for examination & approval? If not, what was the objection thereto & the reason for their varying from the ordinary mode of doing business?

Ans. We *we* do not recognize any agent in the matter. The by-laws of the company make it the duty of the president, before any money is paid out for authorized loans, to so have the securities and documents therewith lodged with him, duly certified by counsel to be valid,
1052 and [Fr. Bloodgood, comnr.] correct, and no borrower can get a dollar from the co. until this by-law is complied with, and they can only comply with it by having the papers forwarded to the office. We have no loan agent, and never have had. The by-laws of the co. give the reason why we do this business of the co. in this way, and the

fact. I do not see that it is any variation from the ordinary way of doing business. Our loans are made here by the executive committee of the co. No officer or other person is authorized to make a loan for the co.; and parties who make their loans by application to the executive committee must also deliver their bond & mortgage here in the home-office. We have no other rule and never have had. I do not know a single departure from the rule, unless by express record authority of the executive committee on special occasions.

Cr.-int. 33. Did the company ever receive bonds & mortgages and abstracts from proposed borrowers thro' the mail or by express,
1053 from Martin or Copeland, [Fr. Bloodgood, comr.,] and did not the co. know or believe that a receipt had been given by their agents for the same?

Ans. We have recd. such thro' Martin. We never received any from or through Copeland, by mail or otherwise, excepting in the two instances stated in this deposition—the one N. B. Brown, and the other H. G. Angle—in both of which cases Copeland came, as we understood, for and in behalf of the parties whose order he brought. Angle told me he sent Copeland here. We never knew in the course of our business of a receipt being given in any case except in the case of H. G. Angle, and had no knowledge of that, and now have no knowledge except from the exhibition of the receipt, or the paper of which Exhibit 2 purports to be a copy, which was shown me by Mr. Angle some time after the payment of the money to Copeland, some days after. It was upon the occasion of his second visit here, after the payment of his order on the company given to Copeland by him.

Cr.-int. 34. When you sent back Angle's application for loan
1054 accepted, did [Fr. Bloodgood, comr.] you not send it to or through Martin, at Davenport, and did you not know that the subsequent steps in the matter for perfecting securities, &c., would be taken by Copeland or Martin in your or the co.'s behalf?

Ans. No; on the contrary, the notice of acceptance was addressed to Mr. Angle. All he had to do was to have his abstract of title prepared and forwarded to the co. It was indifferent to us whether he brought it or mailed it, or sent it thro' Martin, or otherwise. Upon receipt of such abstract here, our own home counsel would examine the title and prepare the bond and mortgage. We have a uniform blank of bond and mortgage, and our home attys. draw the securities. There was nothing for either Martin or any other person to do in connection with the consummation of the loan, except the letter delivered by Martin of the notice to Angle that the loan was voted, and even this notice was drawn up addressed to Mr. Angle, & enclosed to Mr. Martin, to be [Fr.
1055 Bloodgood, comr.] transmitted to Mr. Angle. We knew nothing about Copeland, nor did Martin have anything to do with the matter except to oblige Mr. Angle; for Mr. Angle was not even a member of the co., nor did he become one by taking a policy of insurance at any time.

Cr.-int. 35. When Copeland presented the securities and orders did he not tell you that he had got you' securities all fixed up and properly recorded, and had Angle's order along with him, and wanted to carry amount of the loan at once to Angle, as he had promised Angle for the co. that he, A., should have it at a particular time?

Ans. No; he told me that Angle sent him here for the money because he was in a great hurry to get it, as he had to meet paper in Chicago which was maturing. And for the same alleged reason asked for the drafts on Chicago, as he said he had been delegated also to attend Mr. Angle's busi-

ness there. The securities which he handed to us were [Fr. Bloodgood, comr.] sent at once to the counsel of the co. here, and took
1056 the usual course.

Cr.-int. 36. Had the bond and mortgage of Angle came to you through the hands of I. T. Martin, would you have considered him the agent of Angle in such transaction? If not, why did you consider Copeland his, Angle's, agent in that matter?

Ans. We should.

Cr.-int. 37. How long after the bond and mortgage were presented by Copeland before you paid him the money or gave check on the order, and why the delay?

Ans. I cannot state the exact length of time. The papers were sent to the counsellor's office, and upon their eturn, with the certificate of the counsel as to correctness of the title and the form of the securities, and their execution, the abstract having been previously examined.

Cr.-int. 38. Did you take any steps, and what, to verify Angle's signature? Did you telegraph him to explain the erasure, or were
1057 [Fr. Bloodgood, comr.] you satisfied because the same was presented by Copeland, whom you believed and trusted?

Ans. We knew Mr. Angle's signature without verifying it; we had it both to his application and his subsequent letter. We did not telegraph him anything about the order, nor were we satisfied from the fact that the order was presented by Copeland; *but we were satisfied from the fact that the order was presented by Copeland:* but we were satisfied from the fact that the securities, the bond, mortgage, and policies of insurance presented by Copeland were in exact compliance with what had been required by the co. when the loan was voted, and there was nothing about the draft to call for criticism, in our judgment, it being filled up in one handwriting and the words "current funds" being written in the same handwriting as the body of the draft.

Cr.-int. 39. What time of the day, and on what day of the week, month, and year did Copeland present said order of Angle's for the money? [Fr. Bloodgood, comr.]

1058 Ans. Some time in the forenoon of May 16th, 1871; I think it was early in the forenoon. I can't now state the day of the week.

Cr.-int. 40. Do you keep in your office or the co.'s office, at Milwaukee, books of account, from which, literally or substantially, of Martin's monthly reports for months of October, November, and December, 1870, and January, February, March, April, and May, 1871, can be drawn, showing the receipts and the disbursements for the co.? If yea, will you attach literal copies, if practicable, if not, substantial copies thereof, as exhibits to your answer hereto?

Ans. We do not. We keep the originals on file, all of which originals I now produce before the commissioner, and are by him lettered from A to X, both inclusive, authenticated by his signature. I have made no copies, because it would require 4 or 5 days to do the work; but I will send the originals by express to the co.'s counsel in this suit, in Des Moines, to be produced in court [Fr. Bloodgood, comr.]
1059 on the trial of this cause, with the understanding that they are to be returned to this office by our attorney immediately after the trial, and not to be made part of the files in this cause; but copies thereof may be made at the expense of the plaintiff, if it is deemed material and the court shall so order; and I will enclose with the said report blanks to facilitate the making of the copies.

Cr.-int. 41. Did the company not know that Martin and his subagents in Iowa had blank applications for loans and appraisements printed by

the co. prepared with reference to, and blanks or spaces for, the action upon an approval thereof by an agent in 1870–'71, and was not the co. continually receiving, approving, and voting loans thereupon and sending back the drafts or the money to the borrowers through these very men who had been furnished the blanks by the co. for that very purpose? [Fr. Bloodgood, comr.]

1060 Ans. No.

Cr.-int. 42. Did the co. ever furnish these blanks, applications, and appraisements to any but its own agents except to the party designed to apply for the loan?

Ans. We never furnished applications of the character spoken of in int. 41 to any one. We have furnished our usual blank applications to parties applying for loans, whether applied for through and insurance agent, or any other person, if the loan applied for was of a character that the office deemed within the charter and one that the committee would likely vote; we have no loan agents anywhere; we do not furnish these blanks applications to any one unless specially applied for, so far as my knowledge is concerned. The insurance agents frequently write here for these blanks, and so do others that are not agents. We have daily applications for blanks from various parties, even [Fr. Bloodgood,

1061 comr.] from men we never heard of before. Sometimes a man will write, "I hear you have money to loan; send me a blank application." The request is sometimes made on behalf of the writer, other times on behalf of a friend; sometimes policy-holders write for them for themselves, and sometimes for their friends.

Cr.-int. 43. Did you ever furnish plff. with a copy of order, Ext., No. 2, on which Copeland drew the money? If yea, when, at whose request, where, under what circumstances; was it an exact copy and fac-simile taken from the original? If not, in what did it differ, who copied it, and did you and Angle, or either, compare it with the original?

Ans. I furnished him with a copy of the order upon which Copeland drew the money. It is Exhibit 11. It was upon one of the occasions at which Mr. Angle was at the company's office, at the plff.'s request. I do not remember any particular occurrence connected with it except that he asked for it and I directed a clerk to make it for him; the

1062 clerk [Fr. Bloodgood, comr.] was directed to make a copy, and I suppose he made it. I do not see how it could be a fac simile, from the fact that the original order was partly printed, and the copy was done with a pen. It was intended to be a true copy, and I supposed it was; we had no blank like that upon which this order was made, so as to make a fac-simile; I have stated so far as I know; I have not the copy to compare. John W. De Four, a clerk in the office, made the copy, I think. I can't swear whether Angle or I compared it with the original or not. The occasion was at our interview; he had his receipt and I the order, and it was proposed that we exchange copies, and I directed copies to be made, and we exchanged them, and I suppose they were compared; I supposed them to be true copies; this is my impression about it.

Int. 44. Where had the original been during the interval from the time of its presentation by Copeland, in whose custody, and had it been

1063 subject [Fr. Bloodgood, comr.] to much handling and inspection, and had it any time been sent off from Milwaukee to any other place or person?

Ans. In the co.'s vault, in the same file with the Angle bond & mortgage, in the custody of the assistant cashier, and it had not been subject to such handling or inspection, and it had not been out of the

ness there. The securities which he handed to us were [Fr. Bloodgood, comr.] sent at once to the counsel of the co. here, and took the usual course.

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Cr.-int. 36. Had the bond and mortgage of Angle came to you through the hands of I. T. Martin, would you have considered him the agent of Angle in such transaction? If not, why did you consider Copeland his, Angle's, agent in that matter?

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1057

Ans. We knew Mr. Angle's signature without verifying it; we had it both to his application and his subsequent letter. We did not telegraph him anything about the order, nor were we satisfied from the fact that the order was presented by Copeland; *but we were satisfied from the fact that the order was presented by Copeland:* but we were satisfied from the fact that the securities, the bond, mortgage, and policies of insurance presented by Copeland were in exact compliance with what had been required by the co. when the loan was voted, and there was nothing about the draft to call for criticism, in our judgment, it being filled up in one handwriting and the words "current funds" being written in the same handwriting as the body of the draft.

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1058

Ans. Some time in the forenoon of May 16th, 1871; I think it was early in the forenoon. I can't now state the day of the week.

Cr.-int. 40. Do you keep in your office or the co.'s office, at Milwaukee, books of account, from which, literally or substantially, of Martin's monthly reports for months of October, November, and December, 1870, and January, February, March, April, and May, 1871, can be drawn, showing the receipts and the disbursements for the co.? If yea, will you attach literal copies, if practicable, if not, substantial copies thereof, as exhibits to your answer hereto?

Ans. We do not. We keep the originals on file, all of which originals I now produce before the commissioner, and are by him lettered from A to X, both inclusive, authenticated by his signature. I have made no copies, because it would require 4 or 5 days to do the work; but I will send the originals by express to the co.'s counsel in this suit, in Des Moines, to be produced in court [Fr. Bloodgood, comr.] on the trial of this cause, with the understanding that they are to be returned to this office by our attorney immediately after the trial, and not to be made part of the files in this cause; but copies thereof may be made at the expense of the plaintiff, if it is deemed material and the court shall so order; and I will enclose with the said report blanks to facilitate the making of the copies.

1059

Cr.-int. 41. Did the company not know that Martin and his subagents in Iowa had blank applications for loans and appraisements printed by

the co. prepared with reference to, and blanks or spaces for, the action upon an approval thereof by an agent in 1870–'71, and was not the co. continually receiving, approving, and voting loans thereupon and sending back the drafts or the money to the borrowers through these very men who had been furnished the blanks by the co. for that very purpose? [Fr. Bloodgood, comr.]

1060 Ans. No.

Cr.-int. 42. Did the co. ever furnish these blanks, applications, and appraisements to any but its own agents except to the party designed to apply for the loan?

Ans. We never furnished applications of the character spoken of in int. 41 to any one. We have furnished our usual blank applications to parties applying for loans, whether applied for through and insurance agent, or any other person, if the loan applied for was of a character that the office deemed within the charter and one that the committee would likely vote; we have no loan agents anywhere; we do not furnish these blanks applications to any one unless specially applied for, so far as my knowledge is concerned. The insurance agents frequently write here for these blanks, and so do others that are not agents. We have daily applications for blanks from various parties, even [Fr. Bloodgood,

1061 comr.] from men we never heard of before. Sometimes a man will write, "I hear you have money to loan; send me a blank application." The request is sometimes made on behalf of the writer, other times on behalf of a friend; sometimes policy-holders write for them for themselves, and sometimes for their friends.

Cr.-int. 43. Did you ever furnish plff. with a copy of order, Ext., No. 2, on which Copeland drew the money? If yea, when, at whose request, where, under what circumstances; was it an exact copy and fac-simile taken from the original? If not, in what did it differ, who copied it, and did you and Angle, or either, compare it with the original?

Ans. I furnished him with a copy of the order upon which Copeland drew the money. It is Exhibit 11. It was upon one of the occasions at which Mr. Angle was at the company's office, at the plff.'s request. I do not remember any particular occurrence connected with it except that he asked for it and I directed a clerk to make it for him; the

1062 clerk [Fr. Bloodgood, comr.] was directed to make a copy, and I suppose he made it. I do not see how it could be a fac simile, from the fact that the original order was partly printed, and the copy was done with a pen. It was intended to be a true copy, and I supposed it was; we had no blank like that upon which this order was made, so as to make a fac-simile; I have stated so far as I know; I have not the copy to compare. John W. De Four, a clerk in the office, made the copy, I think. I can't swear whether Angle or I compared it with the original or not. The occasion was at our interview; he had his receipt and I the order, and it was proposed that we exchange copies, and I directed copies to be made, and we exchanged them, and I suppose they were compared; I supposed them to be true copies; this is my impression about it.

Int. 44. Where had the original been during the interval from the time of its presentation by Copeland, in whose custody, and had it been

1063 subject [Fr. Bloodgood, comr.] to much handling and inspection, and had it any time been sent off from Milwaukee to any other place or person?

Ans. In the co.'s vault, in the same file with the Angle bond & mortgage, in the custody of the assistant cashier, and it had not been subject to such handling or inspection, and it had not been out of the

custody of the ast.-cashier & the officers of the co., and up to that time it had not been sent out of the co.'s office, but examined in the co.'s office till it was sent to the co.'s atty. in this suit, with the bond and mortgage for the purpose of this suit, and has been returned to me for the purpose of this commission, and it is in the same condition now that it was when presented by Copeland, except that the cashier's stamp of payment was put on when it was paid; and Copeland's receipt on it was put on at the time of payment also.

Cr.int. 46. Will you attach as an exhibit to your answer to this interrogatory the original letters to the co. received [Fr. Bloodgood,
1064 comr.] with the abstract of title to Angle's property each time it was received?

Ans. All the letters recd. connected with this matter are already attached, or referred to as in the hands of the co.'s attys. in this suit. My impression is that Martin's letter of March 21, 1871, accompanied the abstract, but I cannot speak definitely, but the letter is in the hands of our attys. at Des Moines.

Cr.-int. 47. State who conducted the Iowa correspondence with the home-office at Milwaukee, on the part of the home-office, and how do you know whether any correspondence was had directly with Copeland during the years 1870 & 1871?

Ans. The insurance correspondence with Iowa was conducted by the insurance department of the office under the supervision of the vice-president and secretary. The loan-department of the co. is directly under my charge, and has no connection [Fr. Bloodgood, comr.]
1065 with the correspondence of the insurance-department. All letters relating to loans received, whether from Iowa or elsewhere, come under my supervision as president and supervisor of the loan-department, which is separate and distinct in its organization. I know there never was a letter received from Copeland in the loan-department in 1870 or 1871, or any other time. Nor was there ever a letter written to him from the loan-department to my knowledge, and I would know if there had been.

Cr.-int. 48. Did the company have any contract with I. T. Martin prior to Nov., 1870, in relation to the agency for the State of Iowa? If yea, attach a copy to yr. answer hereto as an exhibit.

Ans. It did. I find one on the files in the home-office bearing date October 24, 1866, for the term of six years, which was superseded by the contract bearing date Nov. 1, 1870, Exhibit 19. I annex a copy of this first contract to my deposition, marked "Exhibit 19, [Fr. Bloodgood, comr."]

1066 Cr.-int. 49. Please state what applications for policies of insurance in your co., from the State of Iowa, were made and forwarded to your co. between the first October, 1870, and the first of February, 1871, by or through C. W. Copeland, or signed and recommended by C. W. Copeland as special or local agent and countersigned by I. T. Martin, gen'l agent for Iowa. Give the names of the applicants and the dates, and attach the original applications or give a reason for not doing so, and attach copies, including the "agent's statement" on each application.

Ans. The insurance applications do not come into my department at all, unless the application is to be passed upon for special reasons. The vice-president and medical examiner take charge of the applications for insurance and the correspondence connected therewith, and any statement I should make in regard thereto would be merely information derived from them on an examination from [Fr. Blood -

1067 good, comr.] the files of the co.'s office. I would examine the files of the office and furnish all the information to be derived therefrom, but desiring to be spared the trouble in case the vice-president is required to answer the same question, & being answered in the affirmative by the comr., I will not examine the files, but leave it for the vice-president to do.

Cr-int. 50. Will you attach as exs. to your answer hereto the original application for loans made by—

J. P. Craig, Nov. 15, 1870, for	$1,000
E. B. & L. Guild, March 28, 1871, for	2,000
T. J. Upton, " " " for	2,500
Ambrose A. Call, Apl. 15, 1871, for	5,000
D. L. Wilbur, without date	1,600

with the name and statement, if any, of the special or local agent who proposed them, or give a reason for not doing so, and attach copies, also the original letters, and if you refuse copies thereof from both the special agent and the genl. agent, Martin, which accompanied each application. [Fr. Bloodgood, comr.]

1068 Ans. I will not annex the original applications for the reason that we are required to keep them on our files for the examination of the trustees, and I have no authority to part with them. But I annex a copy of the application of N. P. Craig, of Nov. 15, 1870, for $1,000.00, & copies of the letter of I. T. Martin, of Nov. 24, 1870, as Exhibit No. 20. This application is in the handwriting of the applicant as well as the body of the appraisal, I should judge. This application was declined by the co., Nov. 28, 1870. We have no application of E. B. & L. Guild, of March 28, 1871. There is one of March 15, 1871, of $2,000.00, accompanied by a letter of I. T. Martin, of March 28, 1871, recommending $1,500.00, a copy of which is annexed as Exhibit 21. The committee on examination of the application and informing themselves as to the actual value of the property as near as they could, voted, May 1, 1871, $1,200.00. The application I should judge is in the handwriting of the applicant himself. The handwriting in the body of the

1069 appraisal [Fr. Bloodgood, comr.] I am not acquainted with, but I should judge, by comparison, that it was in the handwriting of Lincoln, one of the appraisers. Martin, in the letter accompanying this application, says Mr. Copeland is now in our employ as special agent, meaning that Copeland was acting as his, Martin's, special insurance agent. Copeland was not in the company's employ at any time in any capacity. There is no application of T. J. Upton of March 28, or any other date. We have one of Francis J. Upton and Co., of March 25, 1871, for $2,500.00 or $3,000.00. Martin's letter therewith recommends $2,000.00; which letter of Martin's bears date March 28, 1871. Copies are annexed as Exhibit 22. The executive committee declined the loan, May 1, 1871. I should think by comparison that the body of this application is written in the handwriting of Copeland, but can't speak positively. Had not then any knowledge of his handwriting.

The application of April 15, 1871, of Ambrose A Call, was [Fr.

1070 Bloodgood, comr.] not acted upon by the co., but another application bearing date April 22, 1871, was proposed in addition to that of April 15, 1871, copies of all of which I annex, together with copy letter of I. T. Martin, of April 29, 1871, as Exhibit 23; which letter of Martin refers to a letter of Copeland; which letter of Copeland refers to the application of April 15, 1871, not acted upon until the further se-

curity mentioned in the application of April 20 was prof'ered. The application is in the handwriting of the applicant, as also is the body of the appraisal. Copeland had nothing to do with this loan to my knowledge. The abstract was sent here thro' I. T. Martin. The bond and mortgage was drawn here by the company's counsel, and forwarded for execution thro' I. T. Martin, and was brought here in person by Asa C. Call, the brother of the applicant, as I understood him to be, duly executed, to whom, after we received our authority certificate as
1071 required by law, we delivered the draft [Fr. Bloodgood, comr.] for Ambrose A. Call, the applicant. I delivered it in person to him. Dwight L. Wilbur's application is dated March 22, 1871, and was for $2,500.00 or $3,000.00, so written. A copy is annexed as Exhibit 24. There is no letter of Martin's with the application, but he wrote on the application or appraisal a loan of $1,800.00, but the committee on investigation voted, May 1, 1871, but $1,500.00. The bond and mortgage was drawn here by the company's counsel, after the abstract had been furnished by the applicant and been examined by the same counsel, and which bond and mortgage was forwarded, thro' I. T. Martin, to the parties for execution. The papers were executed by Dwight L. Wilson and I. K. Wilbur, their wives executing the mortgage with them; which were returned thro' I. T. Martin executed by said parties, and when the matter was then consummated by the necessary certificate from the home counsel, we forwarded the check to the obligors on the bond.
1072 The application is in the [Fr. Bloodgood, comr.] handwriting of D. L. Wilbur, I should judge, by comparison of the signature with the writing and the written portion of the appraisal also. No money was paid on any of these applications which were voted, until we had submitted the appraisal to and had views of J. N. Cattell, one of our trustees, resident in Iowa, who was at the co.'s office for several days in the month of May, 1871.

(Signed) JOHN H. VAN DYKE.

EASTERN DISTRICT OF WISCONSIN, *ss:*

I certify that the foregoing deposition was read over to the witness and subscribed and duly sworn to by him this 30th day of September, 1873, at the city of Milwaukee, in said district, before me.

FR. BLOODGOOD,
U. S. Commissioner, E. Dist. Wis.

1073 MILWAUKEE, *Oct. 8th*, 1873.

HEBER SMITH, of the city of Milwaukee, in said district, being first duly sworn, did depose and say in answer to the several interrogatories put him as follows, viz: [Fr. Bloodgood, commr.]

1074 Int. 1. State your name, age, and place of residence.

Ans. Heber Smith, Milwaukee, Wis., 55 years old.

Inter. 2. State if you hold any official position in the N. W. M. Life-Ins. Co., and how long you have been such officer.

Ans. I am vice-president of the co., and have been since 1867.

Int. 3. State what are your duties in connection with the business of said ins. co., and what department of the business, if any, you superintend.

Ans. I superintend the department of insurance; my duties as vice-president are to discharge the duties of that office, which are to act as superintendent of the insurance department of the co., and it is also incumbent upon me to discharge the duties of the president of the co. in case of his absence.

Int. 4. State if said ins. co. is engaged in the business of loaning
1075 money, and by what [Fr. Bloogdood, commr.] officers or agents of the co. said business of loaning money is conducted.

Ans. It is engaged only in loaning the funds of the co., and that business is transacted by the executive committee, the president being chairman of the same; and the executive committee as a body, and the president as the chairman, are the only agents employed by the committee in this matter.

Int. 5. If you say you have the supervision of the business of life ins., state whether you have anything to do with the loan business, or whether the agents employed and appointed by you have anything to do with that department of the business?

Ans. I have nothing to do with the loan business except as a member of the executive committee, and chairman of the same in the absence of the president; the only agents that I appoint are insur.
1076 agents, and they have nothing to do with loaning the money of [Fr. Bloodgood, commr.] the co. as its agents.

Int. 6. State if you are acquainted with I. T. Martin, of Davenport, Iowa, and if he was employed by you for the N. W. M. Life-Ins. Co., and if so, for what business was he employed?

Ans. I am acquainted with I. T. Martin; he was appointed as a State agent for procuring life insurance and superintending that branch of the business of the co. in the States of Iowa and Nebraska.

Int. 7. Examine Exhibit No. 1 attached to these interrogatories and state if that is a copy of the contract made by you with said Martin; (the rates of commission left blank;) and if that was the contract existing between the co. and said Martin during the latter part of the year 1870 and the year 1871.

Ans. It is.

Int. 8. State if Martin had any other [Fr. Bloodgood, commr.]
1077 employment or authority to act for said company in the transaction of its business than that given him by virtue of said employment and contract with you.

Ans. He had not; not to my knowledge.

Int. 9. Had you any authority to employ agents to do any business for the co. in connection with the business of loaning money?

Ans. I had not; the executive committee alone have that authority.

Int. 10. By whom were the local agents of the company employed in the State of Iowa?

Ans. By the State agent.

Int. 11. How was the insurance business of the co. transacted in the State of Iowa?

Ans. Through the State agent, I. T. Martin.

Int. 12. Did the office at Milwaukee ever receive any letters or
1078 communications direct [Fr. Bloodgood, commr.] from C. W. Copeland, of Cedar Rapids, or ever mail any communication to him?

Ans. Not to my knowledge.

Int. 13. If you have stated what officer of the co. attended to and supervised the business of loaning money of the co., state if they had any correspondence with, or had anything to do with the appointment of or employment of agents to solicit insurance, or whether they examined or had anything to do with the correspondence of agents relating to the department and business of insurance.

Ans. Nothing unless referred to them for that purpose.

Int. 14. State whether said I. T. Martin, or any agent or agents employed by him, had any authority to negotiate loans of money for the

said insurance co., or to solicit loans of money or persons to make
1079 loans of money from [Fr. Bloodgood, commr.] the said co.

Ans. Not from any contract made with him by me, and none to my knowledge.

Int. 15. State whether said I. T. Martin, or any agent or agents employed by him, had any authority to receive for the company and execute r'ceipts in the name of the co., for an' securities, bonds, or mortgages given to secure loans made by the co.

Ans. They did not; not to my knowledge.

Int. 16. State if you furnished I. T. Martin with blanks to be used by him, and agents employed by him, in the transaction of business?

Ans. We furnished all the blanks necessary to be used in carrying on the insurance business, but not in loaning money unless requested by him.

Int. 17. Examine the order attached to the [Fr. Bloodgood,
1080 commr.] deposition of J. H. Van Dyke, purporting to be signed by H. G. Angle, and state if the company ever furnished to any of its officers or agents any such forms or any form of order to be used in the transaction of the loan business of the company.

Ans. No.

Int. 18. Examine the form of receipt attached to these interrogatories as Exhibit No. 2, and state if the co. ever furnished its agents any such document or form to be used in the transaction of its business.

Ans: It did not.

Int. 19. Had you any knowledge or information at any time prior to the payment of the money to Copeland on such order, that said Copeland had in his possession any such blank form of order and receipt?

Ans. I had not. [Fr. Bloodgood, commr.]

1081 Int. 20. Had you any knowledge or information prior to the time the money was paid Copeland on said order of Angle's that said Copeland solicited loans, or claimed authority to solicit loans, for the Northwestern Mutual Life-Insurance Co.?

Ans. I had not. I did not know the man until the day he called at the office of the company and demanded the money.

Cross-interrogatories:

Cr.-int. 1. If you answer that your duties are confined to the life-insurance business, please state how you came to know whether agents to negotiate loans were appointed or acting or have been in Iowa, and how you know that the agents employed by you, including Martin, since Oct., 1870, have had nothing to do with the matter of negotiating loans.

Ans. I have never known that any agents have been employed
1082 in Iowa [Fr. Bloodgood, comr.] to negotiate loans, and I know that these insurance agents are not employed to negotiate loans, because I know that the company does not employ any agent to negotiate loans.

Cr.-int. 2. Do you not know, and is it not true, that nearly every application for loans from the State of Iowa to your company, during the latter part of 1870, and the first five months of 1871, came through the office of I. T. Martin, at Davenport, approved or disapproved by Martin or some subagent, and that the apprais'ments were nearly all made under the direction and supervision of one or the other, and that blank applications & appraisements were furnished Martin by the company for that very purpose?

Ans. I cannot state what proportion came through the office of I. T. Martin. Applications are received from any parties wishing to make

them, and blanks are furnished for that purpose on appli- [Fr.
1083 Bloodgood, comm.] cation to the home office from any one wishing a loan. I do not know what proportions of applications from Iowa during that period were approved by Martin, or his subinsurance agents, or what proportion were appraised by them or either of them, or under their or either of their supervision. The executive committee do not act upon the recommendation on an application of any party. The appraisers are designated and selected by the executive committee in the case of each particular application.

I. T. Martin may have recommended nearly every loan that passed through his hands, but he did not approve one as the agent of the company; he did not have such authority. He may have supervised nearly all the loans that passed through his hands, but he did not do so because in each case he was specially directed so to do by the executive committee in acting on each loan, but upon his own motion, and because the papers generally passed through his hands. [Fr. Bloodgood, comnr.]

1084 Cr.-int. 3. If, in answer to direct interrogatory 16, you answer in the affirmative, then will you attach one, or a copy of each kind of blank so furnished, as exhibit to your answer hereto, unless already attached to witness Van Dyke's deposition, or some other portion of yours?

Ans. The only blanks we furnished them are blank applications for insurance and for monthly reports, copies of which are annexed and form part of my deposition marked "Exhibits 25 & 26."

Cr.-int. 1. Explain the manner, and through whom, and in which the Northwestern Mutual Life-Insurance Company informs the public that it has money to loan.

Answer. It issues no circular stating that fact. They do not advertise it at all.

Cr.-int. 2. How does it advertise its business of life-insurance, if at all, and does it, in its advertising circulars, cards, [Fr. Bloodgood,
1085 comr.,] books, and newspapers, ever combine a notice to the public of its insurance and loan business?

Answer. It advertises by issuing insurance manuals and circulars explaining the principles of life-insurance and the rates of its premium charges, and the condition and assets of the company. No reference whatever is made to loaning money, but only to the amount loaned in the different States.

Cr.-int. 3. Does the company ever furnish its agents with printed books, circulars, or cards, containing references and notices of and estimates and statements of its business of loaning money?

Answer. It furnishes no information in reference to loaning money, except to state amounts already loaned in particular States.

Cr.-int. 4. Did it ever furnish I. T. Martin with any such printed documents, and did he have such during the last three months of 1870 and the first five months of 1871? and, if yea, attach a sample copy
1086 [Fr. Bloodgood, comnr.] of each of such documents furnished said Martin, or in use by him as agent of the company with its knowledge during that time, as exhibits to your answer hereto.

Answer. I have no knowledge of documents being furnished of the character mentioned.

Cr.-int. 5. Does your company allow its general agent, Martin, in the State of Iowa, discretionary power in the matter of printing and publishing in said State, notices, circulars, &c., towards promoting and ad-

vancing the business and interests of the company? If yea, at whose expense?

Answer. No discretionary power is granted I. T. Martin in reference to printing or advertising except such as is contained in the conditions of his contract. He has the right to do all local advertising as he may see fit, and the company do the general advertising, as contained in said contract. [Fr. Bloodgood, comnr.]

1087 Cr.-int. 6. Was the application of H. G. Angle for the loan in controversy made upon a blank form authorized by the company, or used by the agents, with the company's knowledge, and by whom was such filled up, from whom received, and at what and from what point was it mailed to the company, or did it come by express? What other document or letter or letters accompanied it, and whose name or names, if any, appeared on or was connected with it as agent or agents of the company? If any letter accompanied it from Martin or Copeland, also attach the original envelopes as exhibits to your answer hereto.

Answer. That business being under the supervision of the president, I have no knowledge of the facts.

1088 Cr.-int. 7. After the loan is voted how does the company usually ascertain the sufficiency and regularity of securities offered or given? And if by correspondence or special agents, is that entrusted to or conducted through its insurance agents in the locality of the borrower, or by and through strangers?

Answer. The abstract of title is furnished the counsel of the company at the home office, and is accepted only upon his certificate of the completeness of the title; the sufficiency of the security is passed upon before the loan is granted, and is determined by the executive committee upon evidence of the value obtained through the appraisement and recommendation of appraises, appointed by the committee in that particular case. The completion of papers & the character of the title is passed upon only by the counsel for the company at the home office, and not entrusted to any other officer. The appraisers are ap-

1089 pointed sometimes by the executive committee, on their personal knowledge, and sometimes upon the recommendation of the agent or of other parties known to the committee. The only connection the State agent has with the securing or perfecting of a loan, is to act as the friend of the applicant, and thus become a medium through whom the applicant may transmit his papers to the home office; and also sometimes recommend the appraisers, giving such information to the executive committee as the applicant may desire to have presented in regard to the character of the security, its location, &c., and frequently giving his opinion for the benefit of the company as to the desirableness of the loan.

Cr.-int. 8. Did the mortgage delivered to and accepted by you embrace all the property mentioned by your officers in your notice to Angle of acceptance of his application; if not, how happened it that less was taken, and was the question that less should be so taken submitted to the company before the mortgage was in fact [Fr. Bloodgood,

1090 comr.] executed; and if not, who assumed the liberty of accepting the mortgage for less, and did the company ever make any objection thereto?

Answer. Not having supervision of the loan department, I have no means of knowing. I have no knowledge and I have no recollection on this point.

Cr.-int. 9. Was there an endorsement on said mortgage, indicating that it had been recorded when it was delivered to the company; and, if yea,

was such endorsement genuine, or a forgery; if forged, when did you first suspect it, and what led to the suspicion; and did you write, or have written by any officer of the company, and by whom, any letters to any person in Linn County, Iowa, in relation thereto. And if any such letters, give the dates and attach letter-press copies as exhibit to your answer hereto.

Answer. As I stated before, it not being in my department, I cannot answer it. [Fr. Bloodgood, comr.]

1091 Cr.-int. 10. Did you know the individual personally who presented Angle's order for $10,000; if yea, how long had you known him, and how intimately, and how and where did your acquaintance commence; if nay, who introduced him and vouched for him as payee of said order?

Answer. I never saw Mr. Copeland or knew of him until I met him in the office, on the day on which he presented the order referred to. I cannot recollect whether I was introduced to him or not at that time.

Cr.-int. 11. Did you examine the order presented and order its payment; if yea, did you notice the erasure of "drafts to the order of;" if yea, did you call attention to it, and ask any explanation, and with what result?

Answer. The president transacted all the business connected with it, and I have no personal knowledge in [Fr. Bloodgood, comnr.]

1092 regard to it.

Cr.-int. 12. Was the order paid in current funds, or in a check; if in the latter, where and to whom was it payable, and why was the check or checks given instead of money; at whose request, and what reasons were assigned therefor?

Answer. Not having the business in charge, I have no knowledge.

Cr.-int. 13. When did you first suspect that the order of Angle's had been altered or forged, and what first excited suspicion?

Answer. I cannot state, having no supervision of the matter, or knowledge.

Cr.-int. 14. Did you or any other officer of the company go or send to the bank at Chicago, on which you had drawn the check or checks for Copeland, or send any one; and, if yea, when and who went for

1093 the purpose of inquiring about the check or Copeland; and did such person say to Mr. J. J. Pierce or Mr. Parsons that they had feared that there was something wrong about the order from Angle, that the company had paid; that the order had been altered, or words to that effect? State what took place in reference to the matter, and why such trip to Chicago was made, and what led you or the company to suspect that the order had been altered.

Answer. I cannot state, not having the matter in charge.

Cr.-int. 15. What steps were taken by you or the company to pursue or try to arrest Copeland, and did you or the company offer a reward for him, and for how much, and in what papers?

Answer. I cannot answer, not having charge of the matter or knowledge.

Cr.-int. 16. What interest had you in his pursuit and arrest,

1094 and how much money did you pay out towards it?

Answer. I don't know what was done in reference to it. I don't know that the company had any interest in pursuing or arresting him.

Cr.-int. 17. Have you any orders from any borrowers in Iowa for the amount of their loans sent on after the securities were approved, or be-

vancing the business and interests of the company? If yea, at whose expense?

Answer. No discretionary power is granted I. T. Martin in reference to printing or advertising except such as is contained in the conditions of his contract. He has the right to do all local advertising as he may see fit, and the company do the general advertising, as contained in said contract. [Fr. Bloodgood, comnr.]

1087 Cr.-int. 6. Was the application of H. G. Angle for the loan in controversy made upon a blank form authorized by the company, or used by the agents, with the company's knowledge, and by whom was such filled up, from whom received, and at what and from what point was it mailed to the company, or did it come by express? What other document or letter or letters accompanied it, and whose name or names, if any, appeared on or was connected with it as agent or agents of the company? If any letter accompanied it from Martin or Copeland, also attach the original envelopes as exhibits to your answer hereto.

Answer. That business being under the supervision of the president, I have no knowledge of the facts.

1088 Cr.-int. 7. After the loan is voted how does the company usually ascertain the sufficiency and regularity of securities offered or given? And if by correspondence or special agents, is that entrusted to or conducted through its insurance agents in the locality of the borrower, or by and through strangers?

Answer. The abstract of title is furnished the counsel of the company at the home office, and is accepted only upon his certificate of the completeness of the title; the sufficiency of the security is passed upon before the loan is granted, and is determined by the executive committee upon evidence of the value obtained through the appraisement and recommendation of appraises, appointed by the committee in that particular case. The completion of papers & the character of the title is passed upon only by the counsel for the company at the home office, and not entrusted to any other officer. The appraisers are ap-

1089 pointed sometimes by the executive committee, on their personal knowledge, and sometimes upon the recommendation of the agent or of other parties known to the committee. The only connection the State agent has with the securing or perfecting of a loan, is to act as the friend of the applicant, and thus become a medium through whom the applicant may transmit his papers to the home office; and also sometimes recommend the appraisers, giving such information to the executive committee as the applicant may desire to have presented in regard to the character of the security, its location, &c., and frequently giving his opinion for the benefit of the company as to the desirableness of the loan.

Cr.-int. 8. Did the mortgage delivered to and accepted by you embrace all the property mentioned by your officers in your notice to Angle of acceptance of his application; if not, how happened it that less was taken, and was the question that less should be so taken submitted to the company before the mortgage was in fact [Fr. Bloodgood,

1090 comr.] executed; and if not, who assumed the liberty of accepting the mortgage for less, and did the company ever make any objection thereto?

Answer. Not having supervision of the loan department, I have no means of knowing. I have no knowledge and I have no recollection on this point.

Cr.-int. 9. Was there an endorsement on said mortgage, indicating that it had been recorded when it was delivered to the company; and, if yea,

was such endorsement genuine, or a forgery; if forged, when did you first suspect it, and what led to the suspicion; and did you write, or have written by any officer of the company, and by whom, any letters to any person in Linn County, Iowa, in relation thereto. And if any such letters, give the dates and attach letter-press copies as exhibit to your answer hereto.

Answer. As I stated before, it not being in my department, I cannot answer it. [Fr. Bloodgood, comr.]

1091 Cr.-int. 10. Did you know the individual personally who presented Angle's order for $10,000; if yea, how long had you known him, and how intimately, and how and where did your acquaintance commence; if nay, who introduced him and vouched for him as payee of said order?

Answer. I never saw Mr. Copeland or knew of him until I met him in the office, on the day on which he presented the order referred to. I cannot recollect whether I was introduced to him or not at that time.

Cr.-int. 11. Did you examine the order presented and order its payment; if yea, did you notice the erasure of "drafts to the order of;" if yea, did you call attention to it, and ask any explanation, and with what result?

Answer. The president transacted all the business connected with it, and I have no personal knowledge in [Fr. Bloodgood, comnr.]

1092 regard to it.

Cr.-int. 12. Was the order paid in current funds, or in a check; if in the latter, where and to whom was it payable, and why was the check or checks given instead of money; at whose request, and what reasons were assigned therefor?

Answer. Not having the business in charge, I have no knowledge.

Cr.-int. 13. When did you first suspect that the order of Angle's had been altered or forged, and what first excited suspicion?

Answer. I cannot state, having no supervision of the matter, or knowledge.

Cr.-int. 14. Did you or any other officer of the company go or send to the bank at Chicago, on which you had drawn the check or checks for Copeland, or send any one; and, if yea, when and who went for

1093 the purpose of inquiring about the check or Copeland; and did such person say to Mr. J. J. Pierce or Mr. Parsons that they had feared that there was something wrong about the order from Angle, that the company had paid; that the order had been altered, or words to that effect? State what took place in reference to the matter, and why such trip to Chicago was made, and what led you or the company to suspect that the order had been altered.

Answer. I cannot state, not having the matter in charge.

Cr.-int. 15. What steps were taken by you or the company to pursue or try to arrest Copeland, and did you or the company offer a reward for him, and for how much, and in what papers?

Answer. I cannot answer, not having charge of the matter or knowledge.

Cr.-int. 16. What interest had you in his pursuit and arrest,

1094 and how much money did you pay out towards it?

Answer. I don't know what was done in reference to it. I don't know that the company had any interest in pursuing or arresting him.

Cr.-int. 17. Have you any orders from any borrowers in Iowa for the amount of their loans sent on after the securities were approved, or be-

fore, to have the money sent them? If yea, attach a copy of date, April or May, 1871, as an exhibit to your answer hereto.

Answer. The loaning business not being under my supervision I have no knowledge.

Cr.-int. 18. How were the loans usually remitted to borrowers in Iowa, in the early part of 1871, and up to June, in money or drafts? And if in the latter to whose order and what steps were taken by the company to get receipts from the party to whom the money or draft was sent, when it should get in the borrower's hands? [Fr. Bloodgood, commr.]

1095 Answer. That business was entrusted to the president and counsel of the company, and I have no knowledge in regard thereto.

Cr.-int. 19. If, in answer to the interrogatory 11, you give any statement or information derived from any statement of plaintiff, please give all that plaintiff said on the subject at the time, and who was present, and where and when was it, and was the original order before him and you at the time.

Answer. I was not present at the interview, and had no knowledge.

Cr.-int. 20. Did you not know at the time and before the presentation and payment of Angle's draft that Copeland was your agent or the sub-agent of Martin for your company, at Cedar Rapids, Iowa?

Answer. No.

1096 Cr.-int. 21. Had not I. T. Martin, your general agent, informed you prior to that time? and, if yea, when, that he had employed or appointed C. W. Copeland a special agent at Cedar Rapids, and did not you or some officer insert his, Copeland's, name among the list of agents in Iowa? and, if yea, when was this done?

Answer. Not to my knowledge.

Cr.-int. 22. Examine your books or files, and state the exact dates that C. W. Copeland was appointed or recognized by you as one of your agents in Iowa. If you have no such documentary evidence give the date from memory.

Answer. We have no such documents, neither was he ever appointed by the company.

Cr.-int. 23. If I. T. Martin, under authority, appointed Copeland agent, state the date when you were notified thereof and attach copy of

1097 Martin' letter advising you, as an exhibit to your answer hereto.

Answer. I have no knowledge of any communication whatever from Martin informing us of such an appointment, and if any had come to the office it would have come to my department.

Cr.-int. 24. Did you or did the company have knowledge that Martin and Copeland were soliciting applications for loans for your company in 1870 and 1871, and forwarding such applications? If yea, did you object to or encourage the same.

Answer. I had no knowledge of Mr. Copeland's connection with Martin whatever, until his visit at the office before referred to. I have no knowledge of his soliciting applications for loans for the company during any time.

1098 Cr.-int. 25. If in preparing and forwarding such applications and getting up abstracts and having appraisements made said Martin and Copeland were acting as agents for the borrowers and not for the company, can you explain, on any ordinary business principles, why you intrusted the management and inspection of such important points in the business to the borrowers' agents, and had no one to look after it for the company?

Answer. The executive committee relied upon reports of the appraisers selected by them, and applications were not acted upon unless such appraisers were known to the committee, or endorsed by some one known to the committee, or endorsed by the local trustee of the company, and some one known by the committee. Any information the agent
1099 would communicate was gladly received. Applications for loans are not acted upon by the committee unless the appraisers appraising the same are personally known to some of the committee, or endorsed by some one known to the committee, before action be had upon the application.

Cr.-int. 26. Did you not, in fact, rely upon your insurance agents to protect and guard the interests of the company in the matter of securing the loans?

Answer. No; not as a condition precedent for making any loan. We anticipate that the agents will inform us of anything that would affect the interests of the company which would come to their knowledge, but nothing is contained in them contrary making it obligatory for them to do so as far as loaning is concerned.

1100 Cr.-int. 27. Was not Martin's compensation as agent, which you and he refused to disclose, fixed and adjusted with reference to his looking after the interests of the company in cases of loans, and is he not in some way directly or indirectly compensated therefor?

Answer. I did not refuse to state his compensation. His compensation was exclusively for his supervision of the insurance department, and had no reference to making loans of the funds of the company. His compensation is the same as that of agents in other States where we have no loans. He is not directly or indirectly compensated for protecting the interests of the company in the matter of loans. The rules of the company provide for the insertion of the following proviso or condition in the application, for every loan, which is embodied in every
1101 blank application furnished applicants, and is in the words following, to wit: "It is understood, in making this application, that no commissions for procuring and facilitating loans from the company are allowed to any one, and that the necessary expenses, including the charges of counsel, in examining title and preparing securities, not exceeding the usual charges for similar services, are to be paid by the borrower; and, also, that a complete and acceptable abstract, and such other evidences of title as may be necessary, are to be furnished by the borrower, at his expense.

Cr.-int. 28. Please state what is omitted in your contract with Martin, shown in your exhibit to your direct examination; permit the notary to copy the same, and, if you refuse, give your reason for refusing.

1102 Answer. My attention has not been called in any direct examination to any such exhibit.

Cr.-int. 29. What proportions of the loans made by the company in Iowa, if any, has been negotiated from the commencement of the application to the conclusion, and paying the money to the borrower without passing through the office of Martin, and without his approval and recommendation?

Answer. I cannot state.

Cr.-int. 30. State whether the company ever furnished Martin with blank applications for loans and blank applications for appraisement. If yea, for what purpose? Also, will you attach forms of such blanks to the answer as exhibits hereto?

1103 Answer. Applications for loans and blank appraisals have never, to my knowledge, been sent to I. T. Martin, except upon his own

request. Exhibit 18, attached to J. H. Van Dyck's deposition, is a copy of such blank form.

Cr.-int. 31. Has the company now or did it have for use in May, 1871, orders in blank of the form used by Copeland to draw Angle's money; if yea, attach exact copy and fac-simile; if no, attach blank of form they did have and use for such purpose.

Answer. We have no such blanks, and did not in May, 1871.

Cr.-int. 32. Did not the company give, or authorize the giving, by its agent, receipts for bonds and mortgages, and of abstracts of title sent for examination and approval? If not, what was the objection thereto, and the reason for thus varying from the ordinary mode of doing business?

1104 Answer. It did not and has never done so.

Cr.-int. 33. Did the company ever receive bonds and mortgages and abstracts of title from proposed borrowers through the mail or by express from Martin or Copeland, and didn't the company know or believe that a receipt had been given by their agents for the same?

Answer. That branch of business not being in my department I have no knowledge.

Cr.-int. 34. When you sent back Angle's application for a loan accepted, did you not send it through or to Martin, and did you not know that subsequent steps in the matter would be taken by Copeland or Martin in your or the company's behalf?

Answer. I have no knowledge on the points mentioned.

1105 Cr.-int. 35. When Copeland presented the securities and order, did not he tell you that he had got the securities properly recorded and had them along with him, and wanted to carry the amount of the loan out to Angle, as he had promised Angle that he should have it at a particular time?

Answer. I have no knowledge of any such circumstances.

Cr.-int. 36. Had the bond and mortgage of Angle came to you through the hands of I. T. Martin would you have considered him the agent of Angle in such transaction? If not, why did you consider Copeland as Angle's agent in that matter?

Answer. I should have considered Martin the agent of Angle.

1106 Cr.-int. 37. How long after the mortgage was presented by Copeland before you paid him the money or gave check on the order, and why the delay?

Answer. I have no knowledge of the circumstances.

Cr.-int. 38. Did you take any steps, and what, to verify Angle's signature? Did you telegraph him to explain the erasure, or was you satisfied because it was presented by Copeland, whom you believed and trusted?

Answer. I have no knowledge of the circumstances.

Cr.-int. 39. What time in the day, and on what day of the week, month, and year, did Copeland present such order of Angle's for the money?

Answer. I have no knowledge.

1107 Cr.-int. 40. Do you keep in your office or the company's office from which copies literally or substantially of Martin's monthly reports for the months of October, November, and December, 1870, and January, February, March, April, and May, 1871, can be drawn, showing his receipts and disbursements for the company? If yea, will you attach literal copies, if practicable, if not, substantial copies thereof, as exhibits to your answer hereto?

Answer. We keep the originals, but make no copies. I take no action

with respect to these reports because I am informed by the commissioner that Mr. Van Dyck, the president, has made the only provision that can practicably be made to furnish this information.

Cr.-int. 41. Did you not know that Martin and his subagents in Iowa had blank application' for loans and appraisement furnished by the company prepared with reference to, and blanks and spaces left for,
1108 the action on and approval thereof by an agent in 1870 and 1871, and was not the company constantly receiving, approving, and effecting loans thereupon, and sending back the draft and monies to the borrowers through these various men who had been furnished the blanks by the company, for that very purpose?

Answer. The transactions of that business not being in my department, I do not know.

Cr.-int. 42. Did the company ever furnish these blank applications and appraisements to any but its own agents, except to the party desiring to apply for the loan?

Answer. The company furnish blank applications to any party requesting them.

Cr.-int. 43. Did you ever furnish the plaintiff with a copy of order,
1109 Exhibit 2, on which Copeland drew the money? If yea, when, at whose request, where, under what circumstances? Was it an exact copy or a fac-simile taken from the original? If not, in what did it differ, who copied it, and did you an' Angle or either of you compare it with the original?

Answer. I have no knowledge.

Cr.-int. 44. Where had the original been during the intermission from the time of its presentation by Copeland, in whose custody, and had it been subject to much handling or inspection, and had it been sent off from Milwaukee to any other place or person?

Answer. I have no knowledge of the circumstances.

Cr.-int. 45. Will you attach all letters from Angle, Copeland, and Martin, to your company or any of its officers at Milwaukee,
1110 touching or relating to Angle's application for the loan, and the securities for the same, not already attached to some other answer in your deposition as exhibits to your answer hereto, or give reason for not doing so if you fail?

Answer. These papers are not in my department.

Cr.-int. 46. Will you attach, as exhibits to your answer to this interrogatory, the original letters to the company received with the abstract of title to Angle's property each time it was received?

Answer. I make the same answer to this interrogatory as to the last.

Cr.-int. 47. State who conducted the Iowa correspondence with the home office on the part of the home office; and how do you know that any correspondence was had directly with Copeland during the years 1870 and 1871?

1111 Answer. The business of loaning not being in my department, I have no knowledge about it.

Cr.-int. 48. Did the company have any contract with I. T. Martin, prior to 1870, in relation to the State of Iowa? If yea, attach a copy to your answer as an exhibit.

Answer. Yes, sir; I understand that the president has furnished that, and I presume it is a true copy, though I cannot state absolutely without a comparison.

Cr.-int. 49. Please state what applications for policies of insurance in your company, from the State of Iowa, were made and forwarded to your company between the first of October, 1870, and the first of February,

1871, by or through C. W. Copeland, or signed and recom'ended by C. W. Copeland, as special or local agent, and countersigned by I. T. Martin, general agent for Iowa, giving the names of the applicant, the dates, and attach the original applications or give reasons for not
1112 doing so, and attach copies including the agent's statement on such application.

Answer. The originals are bound in volumes with the applications from the different States, consequently I cannot furnish the original; but furnish copies, which are three in number—original numbers, 57804, 50784, 59589—and said copies are respectively marked "Exhibit A, B, and C" in my deposition. These came through I. T. Martin, State agent, the company having no knowledge of Copeland.

Cr.-int. 50. Will you attach as exhibits to your answer hereto the original application for loans made by J. P. Craig, November 15, 1871, for $1,000; E. B. and L. Guild, March 28, 1871, for $2,000; T. J. Upton, March 28, 1871, for $2,500; Ambrose A. Call, April 15, 1871, for $5,000; D. L. Wilber, without date, $1,600, with the name and statement, if any, of the special or local agent who prepared them, or give a reason for not doing so, and attach *copies* also *of* original letters, or, if you
1113 refuse, copies thereof, from both the special agent and the general agent Martin, which accompanied each application?

Answer. This matter not being in my charge, I have no knowledge. I have not the papers in possession.

(Signed) HEBER SMITH.

EASTERN DISTRICT, *Wisconsin, ss:*

I certify that the foregoing deposition was read over to the witness and subscribed and duly sworn to by him this 11th day of October, 1873, at Milwaukee, in said district, before me.

(Signed) FR. BLOODGOOD,
U. S. Comm. E. Dist. Wis.

1114 MILWAUKEE, *October 13th*, 1873.

WILLIAM H. FARNHAM, of the city of Milwaukee, being first duly sworn, did depose and say, in answer to the several interrogatories put him, as follows, viz: [Fr. Bloodgood, comr.]

1115 Int. 1. State your name, age, and place of residence.

Ans. William H. Farnham, aged 31 years, and reside in Milwaukee, Wis.

Int. 2. State if you hold any office in the Northwestern Mutual Life-Insurance Co.; and, if so, how long have you held said position?

Ans. I do not hold any office, but am in the employ of the company, and my present duties are to take charge of all the papers connected with the loan department; and I have held this position since 1868. I am nominally the assistant cashier, and at one time did attend to matters of the company as an assistant to the cashier; but my duties in the loan department have for a year or two occupied my entire time.

Int. 3. Are you acquainted with one C. W. Copeland, formerly
1116 of Cedar Rapids, Iowa, now gone to parts unknown?

Ans. I have met him in our office in Milwaukee on two occasions.

Int. 4. Please examine the original order for $10,000.00, purporting to be signed by H. G. Angle, plff., and state when you first saw the same, and who, if any one, presented it.

Ans. I do so examine it, and I first saw it on the 16th day of May,

1871. It was then presented for payment by C. W. Copeland at the office of the company.

Int. 5. State if the same was paid by the defendant, The Northwestern Mutual Life-Insurance Co.; and, if yea, state all the facts and circumstances attending the presentation and payment.

Ans. It was paid. I know that Copeland *I know that Copeland* came into the office in the forenoon of the 16th day of May, 1871, and
1117 brought the papers connected with the proposed loan to Angle. The papers were handed to me by the president of the co. I took all the papers but the order on the co. for the money to the home counsel of the co. for approval, as is necessary in such cases, and upon receiving them back from the counsel with their certificate of correctness, I handed the order to the cashier for payment. After the order was paid by the cashier, it was returned to my custody, and was immediately filed by me together with the other papers in the company's vault. During the time counsel of the company were examining the papers, Copeland was standing around the office and I had a casual conversation with him upon general topics. I do not know of my own knowledge what passed between him and the officers of the co.

Int. 6th. State if said Copeland had in his possession, and presented to the officers of the company, any other papers with or at the time he presented the order, or about that time.

1118 Ans. He did. He at the same time presented the executed bond and mortgage of Angle to the company—the abstract title and fire-insurance policy or policies.

Int. 7th. State if he had any bond and mortgage; and, if so, whether he delivered the same to the company or its officers.

Ans. He did; and he delivered them to the company—to the president of the co., as I have answered to the foregoing question.

Int. 8th. State if any certificates were obtained or made out by any one before the bond and mortgage were received and money paid over.

Ans. Before the bond and mortgage were accepted by the co., we obtained the certificate of the home counsel that the title was good in Angle, and the bond and mortgage were valid and correct.

Int. 9th. For whom did Copeland claim to be acting, if for any
1119 one, in the transaction of said business?

Ans. For Mr. Angle.

Int. 10th. Did Copeland receive or claim to receive the said $10,000.00 as an agent for the insurance co., or for some one else?

Ans. He received it as agent for Angle.

Int. 11th. State if you conducted any part of the correspondence in regard to the loan; and, if so, with and through whom was the correspondence conducted?

Ans. I did; and it was conducted partly with and wholly through I. T. Martin, the co.'s State insurance agent of Iowa.

Int. 12th. Did Copeland ever write any letter to the company at Milwaukee, or the co. ever write to him on said business, to your knowledge?

Ans. Never.

1120 Int. 13th. Please attach, as exhibits to your deposition, the originals of all correspondence in your possession and letter-press copies of all letters written by you in regard to said Angle loan which have not already been attached to the deposition of John H. Van Dyke; and if such correspondence has been attached to the deposition of Mr. Van Dyke, please refer to each letter purporting to have been written by you, or which was received by you, and identifying the same, and state

if you wrote, mailed, or received said letters or documents, and specify which of them you wrote, mailed, or received.

Ans. There were letters written by me in connection with *with* this correspondence, copies of which have been attached to the deposition of Mr. Van Dyke. Exhibits 4, 6, 7, 8, 9, 14, 15, & 16 are copies of letters written by me, made from the letter press copies preserved by the co.

No original letters were received by me except through the hands
1121 of the president of the co., to whom the mail was first delivered, except that I received answers to Exhibits Nos. 14, 15, 16, which answers were addressed to me, and copies of which answer' I hereto annex to my deposition, marked Exhibits D, E, F, & G. As to the other originals to which my letters were answers, I do not know where they are. They have been removed from the files of the co., and have been sent, as I am informed, to the attorneys of the co. in this suit, at Des Moines, Iowa.

Int. 14th. State any other facts or circumstances within your knowledge relating to this case, of advantage to either party.

Ans. I do not know that I have anything to state; cannot think of anything.

Int. 15th. Please examine Exhibit No. 2, attached to these interrogatories, and state if the co. ever furnished to any one such blanks to be used in the transaction of its business.

Ans. I do examine it. They never did.

1122 Int. 16th. State if the said company or any of its officers ever furnished any blank orders to any of its agents, or used any such blanks in the transaction of its business as the form of order signed by Angle upon which the $1,000.00 was paid.

Ans. The company nor any of its officers never did.

Int. 17th. At the time of the payment of said $10,000.00, had you any knowledge or information that Copeland had any such blanks as Exhibit No. 2 in his possession, or that he had executed any such receipt?

Ans. I had not.

Int. 18th. Had Copeland any authority to execute such a paper, or to receipt for any securities, bonds, or mortgages, for or in the name of the co.?

1123 Ans. He had not, nor had any one.

Int. 19. At the time of the payment of the $10,000.00, had you any knowledge or information that C. W. Copeland had any printed blanks in his possession like that of the order presented for payment?

Ans. I had not.

Int. 20. Had you, at the time of the payment of the money to the said Copeland, any knowledge or information that Copeland had claimed to act for the co., in soliciting loans, or transacting business for the co. in regard to loans?

Ans. I had not.

Int. 21. Had you ever seen Copeland before that time and transacted any business with him? If so, state the particulars.

1124 Ans. I recollect that on the 28th of October, 1870, he came into the home office and presented a bond and mortgage, executed by N. B. Brown to the company, and therewith an order upon the company by Brown for the payment to him, Copeland, of the loan secured by said bond and mortgage, and I had about the same to do with that case as this. I took the papers to the home counsel for their certificate, and when that was obtained handed the order to the cashier for payment.

Int. 22. Please examine order purporting to be signed by N. B. Brown, and attach' to the deposition of J. H. Van Dyke, and state if you paid the same to Copeland, and all the facts connected with said payment.

Ans. I do examine the exhibit purporting to be and being a copy of said order. I did not pay that order myself, and I have stated all
1125 my connection with the circumstances in my answer to the last question.

Int. 23. Was the said Copeland known to you as the agent of the Northwestern Mutual Life-Insurance Co. in that transaction? If not, for whom, and as whose agent, did you pay him said money?

Ans. He was not. He was paid as the agent of N. B Brown.

1126 Cross-examination:

Cr.-int. 1. When and where did you first see Copeland, and who introduced him to you, and was the occasion of a social or a business character? If the latter, what kind?

Ans. I first saw him on the 28th day of October, 1870, in the office of the company. I do not remember who introduced him to me, or the fact of the introduction. He came there with the papers in the Brown loan.

Cr.-int. 2nd. What business was Copeland engaged in when you first became acquainted with him?

Ans. I do not know.

Cr.-int. 3rd. Had you not heard of him, previous to knowing him, through I. T. Martin? If yea, about how long before?

Ans. I do not think I had. I might have seen his name upon
1127 some paper, but I did not notice it, and do not now recollect that I had so seen his name.

Cr.-int. 4th. Did you know Copeland when he presented the order of Angle for $10,000.00, and was he then an agent of your co. for any purpose, and what; and where and how long had he been such agent?

Ans. I did. And I do not know that he was an agent of the company in any capacity. But I had an impression—but I do not know how I received it—that he was acting as a subagent for I. T. Martin, State insurance agent for Iowa.

Cr.-int. 5th. If you answer yes to direct interrogatory 11, will you attach copies of letters received and sent, as exhibits to your answer to the interrogatory?

Ans. I have done so in answer to the direct interrogatories.

1128 Cr.-int. 6th. In what printing-office did the company have its blanks printed, used by it or its agents in the latter part of 1870 and 1871, up to June 1?

Ans. So far as my knowledge extends, our printing has all been done by printing-offices in the city of Milwaukee, either at the Sentinel, News, or Wisconsin office, and that is all I know about it. I had and have no charge of this printing business.

Cr.-int. 7th. If you say in answer to direct interrogatory No. 12 that you paid the money to Copeland on that N. B. Brown order, state whether or not a letter came with the order from Brown; if yea, attach a copy; also state what kind of money you paid, and how much, and whether paid in drafts, and of what amount, payable to whose order; whether Copeland receipted for the money or drafts, and, if yea, give copy of receipt; also how much of the money Copeland claimed to belong to him, or Brown admitted belonged to him, and *and*
1129 whether Copeland was at that time agent for the co. in procuring life-insurance policies in Iowa for your company, and what evidence had you that he was agent for Brown?

Ans. I did not myself pay the money to him. I saw or heard of no communication from Brown excepting the order upon which the money was paid. All I know about the kind of money paid is that our check-book shows that the whole amount was paid in a check to Copeland's order. Copeland receipted for the money on the back of the order, as shown by Exhibit No. 13 to Van Dyke's deposition. I do not know that Copeland claimed any of the money to belong to him, or that Brown admitted that any belonged to him. We had Brown's order to pay the whole to Copeland, and did so. I did not then know that Copeland was an agent of the co. to procure life insurance policies.

1130 He never was an agent of the company for any purpose to my knowledge. The evidence I had that he was acting for Brown was the fact that he came to the office with Mr. Brown's papers, and had Brown's order for the payment of the money to him, Copeland.

Cr.-int. 8. If, in answer to direct interrogatory 8, you mention any certificates that were made out, will you please attach the originals or give a reason for not doing it, & attach copies, or give the substance of them if lost?

Ans. A copy has been attached to the deposition of J. H. Van Dyke, as Exhibit No. 12. [Fr. Bloodgood, commr.]

1131 Cr.-int. 1. Explain the manner, and through whom, in which the N. W. M. Lf.-Ins. Co. informs the public that it has money to loan.

Ans. It does not advertise the fact at all nor make any effort to inform the public that it has money to loan. The company's annual statement shows the fact that it has money loaned in various States.

Cr.-int .2. How does it advertise its business of life-assurance, if at all; and does it, in its advertising circulars, cards, books, or newspapers, ever combine a notice to the public of its insurance and loan business?

Ans. Through manuals, show-cards, insurance periodicals, calenders, and in no other way to my knowledge. In case, to my knowledge, does it combine information relating to insurance and loaning

1132 money except in its annual statement, where the only allusion to the loans is the statement of the amount loaned, and where.

Cr.-int. 3. Does the company ever furnish its agents with printed books, circulars, or cards containing references to and notices, and estimates, and statements of its business of loaning money?

Ans. None except the annual statement, (and a general statement, issued first in February, 1873,) and this is all mere statistical information.

Cr.-int. 4. Did the company ever furnish I. T. Martin with any such printed documents, and did he have such during the last three months of 1870 and the five first months of 1871; and, if yea, attach a sample-copy of each of such documents furnished said Martin in use by him as agent of the company with its knowledge, during that time, to

1133 your answer hereto.

Ans. It did not, except the annual statement of 1870–1871, to my knowledge, which are annexed to Mr. Van Dyke's deposition in connection with the general statement as Exhibit No. 17.

Cr.-int. 5. Does your company, the defendant, allow its general agent, Martin, in the State of Iowa, discretionary power in the matter of printing and publishing in said State notices and circulars, &c., towards advancing and promoting the business and interests of the company; if yea, at whose expense?

Ans. 5. I do not know that he advertises, or what he advertises; all

the authority that he has from the company is expressed in his contract, so far as my knowledge goes.

1134 Cr.-int. 6. Was the application of H. G. Angle for the loan in controversy made upon a blank form furnished by the company, or used by its agents, with the company's knowledge, and by whom was such blank filled up, from whom received, and at what date and from what point was it mailed to the company, or did it come by express? What other document or letter or letters accompanied it, and whose name or names appeared on or was connected with it as agent or agents of the company? If any letter accompanied it from Martin or Copeland, attach a copy, also attach the original envelop', as exhibits to your answer hereto.

Ans. It was made upon a blank furnished by the company. It appears to have been filled up by Angle himself. The company received the application from Angle through I. T. Martin, the company's

1135 State insurance agent in Iowa. I cannot now state where it was mailed, the envelop' not having been preserved. It came by mail from Davenport. I have no recollection of its being accompanied by any document or letter, except a letter from I. T. Martin, and where that is now I do not know, but suppose it to be in the possession of the company's counsel in this suit.

(The application is annexed as Exhibit No. 5 to the deposition of Mr. Van Dyke. No name appears there as agent for the company. Copeland's name appears to be subscribed to the appraisal as agent of somebody, but the company has not, and never had, any loan agents.) The original envelop', as I have state' before, does not appear to have been preserved.

Cr.-int. 7. After a loan is voted, how does the company usually

1136 ascertain the sufficiency and regularity of the securities offered or given, and if by correspondence or special agents, is that entrusted to and conducted through its insurance agents in the locality of the borrowers, or by and through strangers?

Ans. The sufficiency of the security ascertained by the executive committee before they vote a loan by the appraisal of parties whom they know, either personally or by endorsements. The regularity of the security is passed upon by the company's home counsel, and the correspondence is conducted through various channels; sometimes through its insurance agents and often through other parties. Our home counsel frequently correspond with local attys. of their own selection to ascertain facts in regard to title. The executive committee never regard the appraisal of an insurance agent of the company.

Cr.-int. 8. Did the mortgage delivered to and accepted by you

1137 embrace all the property mentioned by your officers or agents in your notice to Angle of acceptance of his application? If not, how happened it that less was taken? And was the question whether less should be so taken submitted to the company before the mortgage was in fact executed? If not, who assumed the liberty of accepting the mortgage for less; and did the company ever make any objection thereto?

Ans. I believe it did. We had a little trouble in identifying a portion of it, but we supposed that it covered all the property upon which the loan was voted. I do not mean to say we had any great trouble, but a question was raised by us and we instituted inquirys as to this fact, which were satisfactorily answered. [Fr. Bloodgo'd, comm.]

1138 Cr.-int. 9. Was there an endorsement on said mortgage indicating that it had been recorded when it was delivered to the

Ans. I had the impression that he was a sub-insurance-agent of Martin's, but I don't know how it was formed.

1147 Cr.-int. 21. Had not I. T. Martin, your gen'l agent, informed you prior to that time—if yea, when—that he had employed or appointed C. W. Copeland special agent at Cedar Rapids, and did not you, or some officer of your company, insert his (Copeland's) name among the list of agents in Iowa? If yea, when was that done?

Ans. I. T. Martin did not to my knowledge do so. His name was never so inserted to my knowledge. The company has no list of sub-insurance-agents. We pay no attention to these subagents, and only know them incidentally.

Cr.-int. 22. Examine your books and files, and state the exact date when C. W. Copeland was appointed or recognised by you as one of your agents in Iowa. If you have no such documentary evidence, give the date by memory.

1148 Ans. He never was appointed or recognised as an agent of the company.

Cr.-int. 23. If I. T. Martin, under authority, appointed Copeland agent, state the date when you were notified thereof, and attach a copy of Martin's letter, advising you, as an exhibit to your answer hereto.

Ans. I have no knowledge on this subject.

Cr.-int. 24. Did you or the company have knowledge that Martin and Copeland were soliciting applications for loans from your company in 1870–'1, and forwarding such applications? If yea, did you object to or encourage the same?

Ans'r. I had no knowledge that they were soliciting applications
1149 for loans. I knew that some applicants were forwarding their applications through Martin. We never had any through Copeland. The company never solicit applications, and they have no agent to do so.

Cr.-int. 25. If, in preparing and forwarding such applications and getting up abstracts and having appraisements made, said Martin and Copeland were acting as agents for the borrower and not for the company, can you explain on any ordinary business principle why you intrusted the management and inspection of such important points in the business to the borrower's agents, and had no one to look after it for the co.?

Ans'r. We do not entrust the management of this business to our insurance-agents; we do not intrust it to strangers, either. For
1150 valuations we rely upon the appraisal of parties known to us; and as to title we depend upon abstracts and certificates of the proper county officers, or a professional abstracter in that locality, and upon the certificates of lawyers residing in that locality; and, finally, upon the certificate of the co.'s home counsel. If the borrower transmits any of his papers through other channels or through our insurance-agencies, he does it on his own motion and not upon any requirement of the co.

Cr.-int. 26. Did you not, in fact, rely upon your insurance-agents to protect and guard the interests of the co. in the matter of securing your loans?

Ans. We did not and do not.

Cr.-int. 27. Was not Martin's compensation as agent, which you and he refuse to disclose, fixed and adjusted with reference to his
1151 looking after the interests of the company in cases of loans, and is he not, in some way, indirectly or directly, compensated therefor?

Ans. It was not, and he is not either directly or indirectly compensated by the company for any services he may render either the borrower or the company in connection with a loan.

Cr.-int. 28. Will you please state what is omitted of your contract with Martin, shown in exhibit to your direct examination, permit the notary to copy the same, and, if you refuse, give your reason for refusal?

Ans. I have stated nothing about this in my direct examination.

Cr.-int. 29. What proportion of the loans made by the company in Iowa, if any, has been negotiated from commencement of applica-
1152 tion to conclusion of paying the money to the borrower without passing through the office of Martin, and without his approval or recommendation?

Ans. I cannot state the proportion. I know there has been a number of such cases, but we do not require his approval or recommendation in any case.

Cr.-int. 30. State whether the co. ever furnished Martin with blank applications for loans and blank appraisements. If yea, for what purpose? Also, will you attach *a* form' of such blanks to the answer hereto as exhibits?

Ans. When Martin has requested blanks for loan applications to be used in perfecting an application for a loan, we have furnished them, and we do the same for any person who applies for them. The applica-
1153 tion of Angle is upon the form used at that time. We have none of these blanks left. Since then we have enlarged and perfected the form. Exhibit No. 18 to Mr. Van Dyke's deposition is the form now in use.

Cr.-int. 31. Has the co. now, or did it have for use in May, 1871, orders in blank of the form used by Copeland to draw any money? If yea, attach an exact copy and fac-simile; if nay, attach a copy of the blank form they did have in use for such purpose.

Ans. It has not, and it did not in May, 1871. The company has not now and never has had a form of order for the payment of money to borrowers. We do not do business in that way.

Cr.-int. 32. Did not the company give or authorize the giving by its agents of receipts for bonds and mortgages and abstracts sent for exam-
ination and approval? If not, what was the objection thereto and
1154 the reason for thus varying from the ordinary mode of doing business?

Ans'r. It never did give or authorize the giving of any receipt for loan-papers for the reason that we do not accept or recognize the securities until lodged with the president and approved by the home counsel, as provided in the company's b*ue*-laws. Applicants choose their own avenues for the transmission of their papers.

Cr.-int. 33. Did the company ever receive bonds and mortgages and abstracts of title from proposed borrowers, through the mail or by express from Martin or Copeland, and did not the company know or believe that a receipt had been given by their agents for the same?

Ans. We have received such papers by mail from Mr. Martin, never from Copeland by mail or express, and never any from Copeland,
1155 except Angle's and Brown's which he presented personally. We never knew of a receipt being given until this instance of Angle's came to our knowledge.

Cr.-int. 34. When you sent back Angle's application for loan accepted, did you not send it to or through Martin, at Davenport, and did you not know that the subsequent steps in the matter of perfecting securities,

&c., would be taken by Copeland or Martin in your or the company's behalf?

Ans. We did not send back the application accepted, but a notice of its acceptance. We did not know that the subsequent steps in the matter would be taken through Copelands or Martin. Mr. Angles was at liberty to select his own mode and channel of communication with the company.

Cr.-int. 35. When Copeland presented the securities and order, did he not tell you that he had got your securities all fixed up and
1156 properly recorded and had Angle's order along with him, and wanted to carry amount of the loan at once to Angle, as he had promised Angle for the company that he, Angle, should have it at a particular time?

Ans'r. Not to my knowledge.

Cr.-int. 36. Had the bond and mortgage of Angle came to you through I. T Martin would you have considered him the agent of Angle in such transaction? If not, why did you consider Copeland his, Angle's, agent in that matter?

Ans. We would have considered Martin Angle's agent.

Cr.-int. 37. How long after the bond and mortgage were presented by Copeland before you paid him the money or give check on the order; and why the delay?

Ans. Within two or three hours. There was no delay. It was
1157 all closed in the forenoon. He had only to wait until the home counsel examined and approved the papers that he brought, and also while the cashier was procuring for him such drafts as he had requested.

Cr.-int. 38. Did you take any steps, and what, to verify Angle's signature. Did you telegraph to him to explain the erasure or were you satisfied because the same was presented by Copeland, whom you believed and trusted.

Ans. I compared Angle's signature on the order with the signature to the application. I did not notice any e asure and knew nothing of any telegraphing, and there was none that I know of.

Cr.-int. 39. What time in the day and what day in the week, month, and year did Copeland *did Copeland* present said order of Angle's for the money?

Ans. It was in the forenoon of May 16, 1871. I do not remember the day of the week.

1158 Cr.-int. 40. Do you keep in your office or the company's office at Milwaukee, books of ⅜ from which copies, litterally or substantially, of Martin's monthly reports for months of October, November, and December, 1870, and January, February, March, April, and May, 1871, can be drawn, showing his receipts and disbursements for the company? If yea, will you attach litteral copies, if practicable, if not, substantial copies thereof, as exhibits to your answer hereto?

Ans'r. We keep the original reports on file in the office; but they are not in my custody.

Cr.-int. 41. Did the co. not know that Martin and his subagents in Iowa had blank applications for loans and appraisements, furnished by the company, prepared with reference to, and blanks and spaces for the action upon and approval *by* thereof by an agent in 1870–'1, and
1159 was not the co. constantly receiving, approving, and voting loans thereupon and sending back the drafts or the money to the borrowers through these very men, who had been furnished the blanks by the co. for that very purpose?

Ans. No.

Cr.-int. 42. Did the co. ever furnish these blank applications to any but its own agents, except the party desiring to apply for the loan?

Ans. They did; to any one who applied for them.

Cr.-int. 43. Did you ever furnish the plaintiff with a copy of order, Exhibit 2, on which Copeland drew the money? If yea, when; at whose request; where; under what circumstances? Was it an exact copy taken from the original? If not, in what did it differ; who copied; and did you & Angle, or either of you, compare it with the original?

Ans. I did not, but I know that it was done by the president of
1160 the company. It was copied by one of our clerks. I did not compare it, that I recollect.

Cr.-int. 44. Where had the original been during the interval from the time of its presentation by Copeland; in whose custody; and had it been subject to much handling and inspection, and had it at any time been sent off from Milwaukee to any other place or person?

Ans'r. I had the custody of it. It had been in the company's vault. It had not been subject to much handling or inspection, and had not been sent away from Milwaukee at the time the copy was furnished by Mr. Van Dyke. The original was in precisely the same condition as when presented by Mr. Copeland, except that when presented it did not have Copeland's receipt for payment on its back or the cashier's stamp
1161 of payment on its face. At the time Mr. Van Dyke furnished the copy he came to me for the original and got it.

Cr.-int. 45. Will you attach all letters from Angle, Copeland, and Martin to your company, or any of its officers at Milwaukee, touching or relating to Angle's application for loan, and the securities for the same, not already attached to some other answer in your deposition, as exhibits to your answer hereto, or give a reason for not doing so, if you fail?

Ans. I know of none but what have been attached to my deposition or that of Mr. Van Dyke's, or therein referred to.

Cr.-int. 46. Will you attach as exhibits to your ans'r to this interrogatory the original letters to the company, recd. with the abstract of title to Angle's property each time it was recd?

Ans. They have already been attached to the deposition of Mr.
1162 Van Dyke.

Cr.-int. 47. State who conducted the Iowa correspondence with the home office at Milwaukee on part of the home office, and how do you know whether any correspondence was had directly with Copeland during the years 1870 & '71.

Ans. The correspondence was conducted by the president, vice-president, actuary, cashier, and myself. No correspondence was had with Copeland, to my knowledge.

Cr.-int. 48. Did the co. have any contract with I. T. Martin prior to November, 1870, in relation to the agency for the State of Iowa? If yea, attach a copy to your answer hereto as an exhibit.

Ans. It did; and a copy thereof, I understand, has been attached to the deposition of Mr. Van Dyke.

1163 Cr.-int. 49. Please state what application for policies of insurance in your company, from the State of Iowa, were made and forwarded to your company between the first of Oct., 1870, and the first of February, 1871, by or through C. W. Copeland. or signed and recommended by C. W. Copeland, as special or local agent, and countersigned by I. T. Martin, gen'l agent for Iowa. Give the names of the applicants, and the dates, and attach the original application, or give a

reason for not doing so, and attach copies including the agent's statements on each application.

Ans. I have no knowledge.

Cr.-int. 50. Will you attach, as exhibits to your ans. hereto, the original applications for loans made by J. P. Craig, Nov. 15, 1870, for $1,000.00; E. B. & L. Guild, Mch. 28, 1871, for $2,000.00; by T. J. Upton, Mch. 28, 1871, for $2,500.00; Ambrose A. Call, Apr'l 15, 1871, for
1164 $5,000.00; D. L. Wilbur, without date, for $1,600.00; with the name and statement of any of the special or local agents who prepared them; or give a reason for not doing so, and attach copies; also the original letters, or, if you refuse, copies thereof, from both the special agent, and the gen'l agent, Martin, which accompanied each application?

Ans'r. They have already, as I understand, been attached to the deposition of J. H. Van Dyke. At the time of answering direct interrogatory 13 I had not yet made copies of the exhibits therein referred to. My deposition was taken down by the commissioner in short-hand, and now, upon reading the deposition after it has been written out in order to subscribe it, I want to say in regard—*to say in regard*—to exhibit F, as follows: Lothian and Mitchell, in their letter of May
1165 26, 1871, say: "We received a telegram from Mr. Van Dyke, president of your company, from Chicago," &c. I do not understand this, for, to my personal knowledge, Mr. Van Dyke was not in Chicago May 26, 1871, nor at any time near that time, and I wish this statement to be made and considered part of my answer to said interrogatory 13.

(Signed) WILLIAM H. FARNHAM.

EASTERN DISTRICT OF WISCONSIN, *ss:*

I certify that the foregoing deposition was read over to the witness, and subscribed and duly sworn to by him, before me, at Milwaukee, in said district, this 21st day of October, 1873.

FR. BLOODGOOD,
U. S. Commr. E. Dist. Wisc.

1166 EASTERN DISTRICT OF WISCONSIN, *ss:*

I, Francis Bloodgood, a commissioner appointed by the circuit court of the United States for the eastern district of Wisconsin, under the act of Congress approved February 20, 1812, do hereby certify that I executed the annexed commission, and took the foregoing deposition thereunder, in manner following, viz:

1st. Before the taking of each of the depositions I publicly administered an oath to the respective witnesses, that the answers he should give to the questions propounded to him in the cause entitled in said commission, and the testimony he should give in said cause, should be the truth, the whole truth, and nothing but the truth.

2nd. The interrogatories were propounded to the witness ad
1167 seriatim, and his answer to each question taken down before the following one was put.

3rd. The testimony of each witness was taken down in short-hand by the commissioner, and then written out from the comm's minutes by himself, or by one of his clerks at his dictation, except that the cross-examination of the witness H. Smith was taken down in the presence of the commissioner by Mr. Kercham, a phonographic reporter, and the notes of the said reporter written out by himself.

4th. That each deposition was taken at the office of the commissioner,

in the city of Milwaukee, except that of the witness Van Dyke was taken, after office hours, in the office of the Northwestern Mutual Life-Ins. Co., at the city of Milwaukee, as a convenience to the witness in referring to the records and files of said office.

5th. That no one was present at the taking of said depositions
1168 but the witness testifying and the commissioner and his clerk or short-hand reporter, except that in the taking of the deposition of Mr. Van Dyke the witness Farnham was present part of the time to assist the witness Van Dyke to produce from the files such papers as Mr. Van Dyke might be called upon to produce and testify to.

6th. That after each deposition was written out, it was carefully read over to the witness or by him, and then sworn to & subscribed by him in the presence of the commissioner.

7th. And all the exhibits produced and proven before the commissioner are annexed to the depositions following this certificate, identified as in the body of the deposition, and with a reference to the interrogatory by which they were called out, and the page of the deposition, their production, and the name of the witness who produced
1169 them, and also authenticated by the signature of the commr. endorsed thereon, and the comm's name also subscribed upon each sheet of the deposition.

In testimony whereof, the commissioner, has hereunto subscribed his nane, this 22 day of Dec. 1873, at Milwaukee aforesaid.

(Signed) FR. BLOODGOOD,
U. S. Commr. E. Dist. Wis.

1170 *Exhibit No.* 3, *J. H. Van Dyke, dep.*—FR. BLOODGOOD, *Comr.*

Charter and by-laws of the Northwestern Mutual Life-Insurance Company. Revised edition, July, 1870. Milwaukee: Evening Wisconsin printing-house, 1870.

1171 Charter and by-laws of the Northwestern Mutual Life-Insurance Company. Revised edition, July 1st, 1870. Milwaukee: Evening Wisconsin book and job printing-house, 1870.

1172 *Charter of the Northwestern Mutual Life-Insurance Company approved March* 2, 1857.

As amended by acts of April 24, 1858; February 23, 1859; March 23, 1863; January 20, 1865; March 9, 1869; and March 15, 1870.

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SEC. 1. Thomas Lappin, M. C. Smith, W. W. Holden, David Noggle, Edward McKey, Solomon Hutson, James H. Knowlton, John P. Dickson, Joseph A. Sleeper, Edward L. Dimock, B. F. Pixley, John Hackett, John M. Keep, Mat. H. Carpenter, Charles Kuehn, Simeon Mills, James Neil, J. F. Willard, John Mitchel, James R. Doolittle, George C. Northrop, H. J. Ullman, Anson Eldred, H. H. Camp, J. B. Martin, Luke Stoughton, L. J. Farwell, H. L. Dousman, J. Allen Barber, John H. Rountree, George W. Lee, James H. Ernest, A. Ludlow, James Bintliff, Peter Myers, and Lucius S. Fisher, and all other persons who may hereafter associate with them, in the manner hereinafter prescribed, Incorporators.

shall be, and are hereby declared, a body politic and corporate, by the name of "The Northwestern Mutual Life-Insurance Company," and by that name may contract and be contracted with, sue and be sued, defend and be defended against, in any and all courts.

SEC. 2. This corporation shall have no powers or
1173 privileges, except such as are expressly granted by this charter.

Powers of company.

SEC. 3. The corporation hereby created shall have the power to insure the lives of its respective members, and to make all and every insurance appertaining to or connected with life risk, and to grant and purchase annuities, shall have a common seal, shall have power to make re-insurance of any risks which they may have taken, and may make all such by-laws not inconsistent with the constitution and laws of this State as may be deemed necessary for the appointment of its officers and agents and the conduct of its affairs, in the various cities and towns of this State, and of sister States and foreign governments, as the said corporation may deem most for its interest.

May hold real estate.

The real estate which it shall be lawful for this corporation to purchase, hold, possess, and convey, shall be:

1st. Such as shall be requisite for its immediate accommodation and the convenient transaction of its business.

2d. Such as shall have been mortgaged to it in good faith, by way of security for loans previously contracted, or for money due.

3d. Such as shall have been conveyed to it in satisfaction of debts previously contracted in the course of its dealings.

4th. Such as shall have been purchased at sales upon judgments, decrees, or mortgages obtained or made for such debts.

The said corporation shall not purchase, hold, or convey real estate, in any other case, or for any other purpose; and all such real estate as shall not be necessary for the accommodation of said company in the convenient transaction of its business, shall be sold and disposed of within six years after the said company shall have acquired title to the same.

Members.

SEC. 4. Persons who shall hereafter insure with the said corporation, and also their heirs, executors, administrators or assigns, continuing to be insured in this corporation as hereinafter provided, shall thereby become members thereof during the period they shall remain insured by such corporation, and no longer.

Corporate powers.

SEC. 5. All the corporate powers of the said company shall be vested in and exercised by a board of trus-
1174, 1175 tees, and such committees, officers, and agents as they may appoint. The board of trustees shall consist of thirty-six persons. They shall elect a president annually, who shall be a trustee and a member of the corporation, and they shall have power to declare by by-law what number of trustees, less than a majority of the whole but not less than nine, shall be a quorum for the transaction of business, and nine shall be such a quorum until otherwise

provided by by-laws. The trustees shall also have power to make all such by-laws as shall be needful or proper to the due exercise of the powers hereby granted.

Trustees. SEC. 6. The persons named in this act shall constitute the first board of trustees, and they shall, at their first meeting, divide themselves by lot into four classes of nine each. The term of the first class shall expire at the end of one year; the term of the second class [shall] expire at the end of two years; the term of the third class shall expire at the end of three years; the term of the fourth class shall expire at the end of the fourth year, and so on successively each and every year. The seats of these classes shall be supplied by the members of this corporation, a plurality of the votes cast constituting a choice; but an insurance of at least one thousand dollars in amount shall be necessary to entitle any member to a vote. But any member of this company shall have the right to vote by proxy as well as in person. This section shall not be construed to prevent a trustee going out from being eligible to a re-election. The board of trustees may fill any vacancies in their number occasioned by death, resignation, or in any other manner.

Election of trustees. The election of trustees shall be held at the office of said company, in the city of Milwaukee, in each year, of which they shall give at least four weeks' previous notice in one or more of the public newspapers printed in Milwaukee and Madison; and the board of trustees at the same time shall also appoint three of the members of the said corporation inspectors to preside at such election; and if any of the said inspectors decline or fail to attend, the trustees shall appoint others to fill such vacancies. The annual meeting of the members of said company for the purpose of electing trustees thereof shall, after the year A. D. 1865, be held on the last Wednesday of January in each year; and the
1176 trustees who shall be elected at the annual meeting of the said company, which shall be held on the second Wednesday of June, A. D. 1865, shall hold their offices until the second Wednesday of January, A. D. 1869; and the term of office of those trustees now in office, which would expire, but for the passage of this act, on the second Wednesday of June in the years 1866, 1867, and 1868, shall expire, and their successors may be chosen, at the annual meeting to be held on the second Wednesday of January, in each of said years respectively. The trustees elected at the annual meeting to be held on the second Wednesday of January, A. D. 1866, and annually thereafter on the last Wednesday of January, shall hold their respective offices for four years, unless sooner removed according to law.

Rates to be paid. SEC. 7. Every person who shall become a member of this corporation by effecting insurance therein shall, the first time he effects insurance and before he receives his policy, pay the rates that shall be fixed upon and determined by the trustees; and no premium so paid shall ever be withdrawn from said company except as hereinafter provided, but shall be liable to all the losses and expenses incurred by this company during the continuance of its charter.

SEC. 8. The trustees shall determine the rates of insurance and the sums to be insured.

Investments.

SEC. 9. It shall be lawful for the said corporation to invest the said premiums in the securities designated in the two following sections, and to sell, transfer, and change the same, and re-invest the funds of said corporation when the trustees shall deem expedient.

SEC. 10. The whole of the premiums received for insurance by the said corporation, except as provided for in the following section, shall be invested in bonds secured by mortgages on unincumbered real estate. The real estate or property to secure such investment of capital shall in every case be worth twice the amount loaned thereon.

Loans may be made.

SEC. 11. The trustees shall have power to invest a certain portion of the premiums received, not to exceed one-half thereof, in public stocks of the United States or of this State, or of any incorporated city of this State; and the company may loan to policy-holders in said com-
1177 pany from time to time, sums not exceeding one-half the annual premium on their policies upon notes to be secured by the policy of the person to whom the loans may be made: provided, however, that the said trustees are hereby authorized, at their discretion, to invest so much of the assets of the said company in the State bonds or other securities of any State of the United States in which they may desire to transact the business of life-insurance, as may be necessary to comply with the requirements of the laws of such State relating to life-insurance companies incorporated by other States.

Suits at law.

SEC. 12. Suits at law may be maintained by said corporation against any of its members for any cause relating to the business of said corporation. Suits at law may also be prosecuted and maintained by any member against said corporation for loss by death, if payment is withheld more than three months after the company is duly notified of such losses; and no member of the corporation shall be debarred his testimony as a witness in any such cause on account of interest in such suit, or of his being a member of said company, and no member of the corporation not being in his individual capacity a party to such suit, shall be incompetent as a witness in any such suit on account of his being a member of said company.

Division of profits.

SEC. 13. The officers of said company may cause balance to be struck of the affairs of said company annually, biennially, triennially, or once in five years, as the board of trustees may determine, and shall credit each member with an equitable share of the profits of said company; and in case of the death of the party whose life is insured, the amount standing to his credit at the last preceding striking of balance as aforesaid shall be paid over to the person entitled to receive the same. The dividend of profits when so made may, at the option of each member entitled thereto, and with the consent of the board of trustees, be appropriated to the purchase of additional insurance, or in reduction of or toward the payment of annual premiums, or credited to the insured to be paid over

at the decease of the insured to the person entitled to receive the same, in the same manner and upon the
1178 same conditions as the amount insured by the policy of such member. Any member who would be entitled to share in the profits, who shall have omitted to pay any premium, or any periodical payment due from him to the company, may be prohibited by the trustees from sharing in the profits of the company. No member, except officers of the company and agents thereof, shall be personally liable for the losses of the company; and such officers and agents severally shall be liable, but only for the losses arising by reason of their own respective neglect or misconduct. Any officer, agent, or trustee, who shall be convicted of having abstracted or taken any money or evidence of debt or property belonging to this corporation, without having first had the authority from the board of trustees, or from the finance committee, by a resolution entered upon their books so to do, shall be deemed guilty of a felony, and shall be adjudged to pay a fine in a sum not exceeding five times the amount of the sum proved to have been abstracted, and shall be sentenced to confinement in the State prison, for not more than five years, in the discretion of any court having cognizance thereof.

Statement of condition of company to be made.

SEC. 14. On some day in the first thirty days after the expiration of the first five years from the time when the said company shall issue its first policy, and within the first thirty days of every subsequent five years, the officers of said company shall cause to be made a general balance statement of the affairs of said company, which shall be entered in a book prepared for that purpose, which shall be subject to the examination of every member of the company during the usual hours of business, for the term of thirty days thereafter. Such statement shall contain:

1st. The amount of premiums received during the said period.

2d. The amount of expenses of said company during the said period.

3d. The amount of losses incurred during said period.

4th. The balance remaining with the company.

5th. The nature of the security on which the same is invested or loaned, and the amount of cash on hand.

Statement to be filed.

The said company shall also make and transmit to the secretary of state, on or before the first day of March
1179 of each and every year, a full statement of its affairs, in the same or like manner as moneyed corporations are required to do.

Home office of the company.

SEC. 15. The operations and business of this corporation shall be carried on at such place as the trustees shall direct, so far as the same can be done at a principal office.

Insurance required before commencing business.

SEC. 16. No policy shall be issued by said company until application shall be made for insurance in the aggregate for two hundred thousand dollars at least. The trustees shall have the right to purchase, for the benefit of the company, all policies of insurance, or other obligations issued by the said company.

Rights of married women.

[Superseded by section 19 general insurance law of 1870, page 28.]

SEC. 17. It shall be lawful for any married woman, by herself and in her name, or the name of any third person, with his assent as her trustee, to cause to be insured, for her sole use, the life of her husband, for any definite period or for term of his natural life; and in case of her surviving her husband, the sum or net amount of the insurance becoming due and payable by the terms of the insurance shall be payable to her, to and for her own use, free from the claims of the representatives of her husband or any of his creditors; but such exemption shall not apply where the amount of premium annually paid shall exceed three hundred dollars. In case of the death of the wife, before the decease of her husband, the amount of the insurance may be made payable after death to her children, for their use, and to their guardian, if under age.

Tenure.

SEC. 18. This act shall be perpetual; but the legislature may at any time alter or amend the same.

Date of annual meeting.

SEC. 19. The annual meeting of the members of the said Northwestern Mutual Life-Insurance Company, for the purpose of electing trustees thereof, shall be hereafter held on the last Wednesday of January in each year; and the trustees elected at each annual election hereafter held, shall hold their respective offices for four years unless sooner removed according to law; except such as may be elected to fill vacancies, who shall hold their respective offices until the expiration of the term of office of the class of trustees to which they may respectively belong. The trustees now in office shall hold their respective offices until the day of the annual election at which their succes-
1180 sors are to be elected pursuant to this section, unless sooner removed according to law.

Qualifications for trustees.

SEC. 20. No person shall be eligible to the office of trustee of the said company unless he shall have effected an insurance upon his own life for the benefit of himself, his wife, heirs or representatives, for at least five thousand dollars, which shall be in full force and effect, on which he shall have paid the premiums for at least one year. Every trustee of the said company shall, during his whole term of service, be a citizen of the United States, and at least two-thirds of all the trustees of the said company, who may be hereafter elected, shall have resided in this State one year next preceding their election, and be residents of the same during their continuance in office. The number of persons eligible to the office of trustee in said company, equal to the number of trustees to be elected at each annual election who shall receive the highest number of votes cast thereat, shall be chosen trustees. An insurance of at least one thousand dollars effected by a person upon his own life, or upon the life of another for his own benefit or the benefit of his wife, heirs, or personal representatives, shall be necessary to entitle any member to a vote, and each member shall be entitled to one vote for each one thousand dollars of insurance he may have effected in said company as aforesaid, such insurance being in force at the time of the election.

Members entitled to vote.

SEC. 21. Members of said company may vote by proxies dated and executed within sixty days next preceding, and returned to the chief office of the said company for examination and registry upon the books of the company at least three days previous to the meeting of the members of the company at which the same are to be used, but no person shall be allowed to cast by proxy more than one hundred votes in addition to the votes to which he may be entitled as a member of the company on his own insurance; and no officer, trustee, agent, or employee of said company shall act or be entitled to vote as proxy for an absent member. Votes by proxy

SEC. 22. This act is hereby declared a public act, and shall be printed by the State printer immediately, and when so printed the same shall take effect, and be in full force. Public act.

1181 *General law of the State of Wisconsin, relative to the rights of women to life-insurance policies.*

Chapter 182.—Published April 3, 1852.

[Sections 1 and 2 of this act are repealed by section 28 of chapter 59, general laws of 1870.]

An act to secure to married women and others the benefit of insurance on lives.

The people of the State of Wisconsin, represented in senate and assembly, do enact as follows:

SECTION 1. It shall be lawful for any married woman to cause to be insured for her sole use the life of her husband, her son, or any other person, for any definite period, or for the time of the natural life of such husband, son, or other person, [persons;] and in case of her insuring such husband, son, or other person, the sum or net amount of the insurance becoming due and payable by the term of the insurance, shall be payable to, and for the sole use of such married women, [woman,] free and exempt from the claims of the representatives of such husband, son, or other person, or of their or any of their creditors respectively; provided, that such exemption shall not apply where the amount of
1182 the premium annually paid shall exceed three hundred dollars, unless it shall appear that such premium shall have been paid out of the moneys or funds belonging to such married woman; and provided further, that such exemption shall apply to the insurance money covered by the premium annually paid up to and including the sum of three hundred dollars. Rights of married women.

SEC. 2. In case of the death of such married woman before the decease of such husband, son, or other person, the amount of such insurance may be made payable after such death to her children, for their use, or to their guardian, if minors under the age of twenty-one years. In case of death.

SEC. 3. This act shall apply to all insurances on lives effected before the passage of this act.

SEC. 4. On the death of any minor, who shall have in- Insurance on minors.

sured his or her life for the benefit of his or her legal heirs, and such legal heirs shall be a father or mother, the sum so assured and become payable, except so much of the same as shall be necessary to pay the debts of such deceased minor, shall vest in and become the property of such legal heirs, and shall be exempt from seizure or sale on any process of attachment, execution, or garnishee issued out of any court in the State, at the suit of the creditors of such legal heirs.

Approved April 2, 1862.

1183 *By-laws of the Northwestern Mutual Life-Insurance Company.*

Date of meetings.

SEC. 1. Stated meetings of the trustees shall be held on the last Wednesday in the month of January, and on the second Wednesdays in the months of April, July, and October, and on the Tuesday before the last Wednesday in January in each year, at seven o'clock p. m., and a report shall be made to them by the president of the business of the company during the previous quarter, stating particularly the contracts that have been made, the sums of money that have been received, and on what account, the manner in which the same has been invested or paid, and the amount remaining on hand; and a general balance-sheet, exhibiting a full statement of the funds, investments, payments, and all claims for losses. Similar reports shall also be prepared monthly, which shall be open to the inspection of any member of the board. The meeting on the last Wednesday in January shall be the annual meeting for the election of president, vice-president, and an executive committee, and also for the election and appointment of such other officers and agents as the trustees may deem necessary for the transaction of its business. If for any cause the annual meeting of the trustees shall not be held at the time appointed, or being held, there shall be a failure to elect officers, such officers may be elected at the next subse-

1184 quent quarterly meeting, or at a meeting specially called for that purpose, of which notice shall be given as is provided in section 2 of these by-laws.

Special meetings.

SEC. 2. The president may call a special meeting of the trustees in his discretion; and he shall also call a special meeting whenever three of the trustees shall request him in writing to do so. All special meetings shall be called by a written or printed notice to each trustee, delivered to such trustee in person, or deposited in the post-office at Milwaukee, directed to the person for whom intended, not less than three days previous to the day of meeting.

Quorum.

SEC. 3. Nine trustees shall constitute a quorum for the transaction of business.

Vacancies.

SEC. 4. Vacancies in the board of trustees may be filled at the next or subsequent meeting after such vacancy is declared or shall occur. Notice of an election to be inserted in the call issued to the trustees for the meeting.

Presiding officer.

SEC. 5. The president shall preside at all meetings of the trustees; he shall also attend the meetings of any special committee, when requested by the chairman thereof.

SEC. 6. The president shall have the general direction and superintendence of the affairs of the company, and in all cases in which the duties of the subordinate officers and agents of the company are not specially prescribed by the by-laws or resolutions of the board, they shall obey the orders and instructions of the president. General direction.

SEC. 7. The president and secretary shall have power to make contracts for insurance of life, in conformity with the rules and regulations of the board for the time being. Power of officers.

SEC. 8. The seal of the corporation shall be under the exclusive charge of the president, who shall have the power to affix the same to all instruments requiring it. Seal.

SEC. 9. The president, treasurer, and secretary shall each give a bond or bonds for the faithful performance of their respective duties, and to account for and pay over all funds which may come to their hands, respectively, as such officers, in such sums and with such sureties as shall be prescribed and approved by the board. Every bond so taken shall be so drawn as to remain in force until another bond or bonds shall be substituted and approved by the 1185 board, and such bond or bonds after each annual election shall be submitted to the board. Bonds of officers.

SEC. 10. A committee of five trustees shall be appointed annually by the board of trustees, at the first meeting after the annual election of trustees, to be called the executive committee. The president and vice-president shall be ex-officio members of the executive committee. The executive committee shall hold their office until the next annual election of trustees and officers after their appointment, or until removed by the board of trustees. Executive committee.

The executive committee shall possess all the power and authority, when the board of trustees is not in session, that the board of trustees does or can possess when in session, by virtue of the act of incorporation, or any other act affecting the power and authority of the corporation or its trustees, or by virtue of these by-laws, or any law of this State. They shall keep a record of all their transactions, which shall be read at each quarterly meeting of the board of trustees; and the board of trustees at such quarterly meeting shall have the same power to disapprove, rescind, and annul any act or transaction of the executive committee subsequent to the last preceding quarterly meeting of the board, that they would have to disapprove, rescind, or annul any previous act or transaction of the board of trustees, and all acts and transactions of the executive committee not disapproved, rescin'ed, or annul'ed, shall be held and taken to be approved and confirmed by the board of trustees. Powers of executive committee.

SEC. 11. Every report of a committee shall be in writing, and signed by the members of the committee assenting thereto, and all reports shall be recorded by the secretary. Reports.

SEC. 12. A vice-president shall be elected annually, whose term of service shall be the same as that of the president, who shall exercise all the powers and duties of the president whenever the president shall be absent, or unable from any cause to discharge his duties in person. Vice-president.

President pro tempore. A president pro tempore may be appointed by the trustees, who, in case of the absence or inability of the president and vice-president to attend to their duties, shall exercise the powers and perform the duties of the president during the continuance of such absence or inability.

Treasurer. SEC. 13. The treasurer shall safely keep the funds of
1186 the company which shall come to his hands, and disburse the same only upon the warrant of the president, countersigned by the secretary.

Loans. SEC. 14. No loan shall be made by the company on security of country real estate, except on improved farms, and then not beyond half the value of the property offered as security, exclusive of the buildings.

Interest. SEC. 15. No interest shall be allowed to remain due longer than six months on any bond and mortgage to the company, without a foreclosure or suit being directed by the president, unless the board authorize a longer delay.

Inspectors. SEC. 16. The board of trustees shall, at their last stated meeting previous to the annual election, appoint three of the members of the said corporation, who are not trustees, as inspectors, to preside at said election, and they may authorize the president to appoint substitutes in case one or more of said inspectors declines or fails to attend.

Special meetings. In case said meetings shall fail to take place, the president may call a special meeting for the purpose aforesaid, of which special notice shall be given.

Amount of risk on one life. SEC. 17. No policy shall be issued on any single life for a greater amount than twenty thousand dollars.

Payment of bonds. SEC. 18. No payment of the principal of bonds shall be deemed valid, except upon the joint receipts of the president and secretary, and this shall be incorporated in the bond as a part of the contract.

Securities required on loans. SEC. 19. Before any money is paid out for authorized loans, the following securities and documents must be lodged with the president, duly certified by counsel to be valid and correct:

First. The bond is to be delivered to him, and the mortgage on the property is to be left, to be duly recorded in the proper office.

Second. The abstract of the title containing examinations continued to the time of recording the mortgage. Also, which abstract shall have original searches for judgment, mortgage, and other liens annexed, except in cases where original searches have been made and are on file with the clerk of some court, in which cases copies may be taken and annexed, reference being made to the court in
1187 which such original is filed, and shall also contain certificates of searches for taxes and assessments.

Third. The requisite policies of fire-insurance.

Fourth. When there are prior incumbrances to be paid out of any loan this company may make on property, and said incumbrance is not removed by the party to whom the loan is to be made, and independently of this company, it shall be first removed by this company, by paying the amount of said incumbrances directly to party holding it.

The balance of the money agreed to be loaned is then to be paid to the party entitled to the same.

Charges of counsel.

SEC. 20. No commissions, direct or indirect, shall be received by the counsel of this company for procuring or facilitating loans from the company, and the charges made by them for examining titles, etc., shall not exceed the usual charges made by the profession to their individual clients for similar services.

Examination.

SEC. 21. At the close of each fiscal year, the accounts and assets of the company shall be examined by a special committee of three trustees, whose report shall be placed on the minutes.

Alteration of by-laws.

SEC. 22. The by-laws may be altered at any meeting specially called for that purpose.

SEC. 23. The by-laws of this company heretofore adopted are hereby repealed.

1188 *Life-insurance laws of the State of Wisconsin, comprising those laws in force April 1st, 1870. Compiled by Ll. Breese, secretary of state, and ex-officio commissioner of insurance.*

1189 Life and accident insurance companies.—Chap. 59—General laws of 1870.

An act to regulate the business of life-insurance.

ABSTRACT.

Sections.

1. Capital required.
2. Secretary of state to examine affairs.
3. Companies of other States to comply with section one.

4, 5, 6. Annual statements of home and other companies.

7. Form of statement.
8. Secretary of state to revise form of statement.
9. Penalties.
10. Funds must equal net value of policies.

11, 12. Investment of funds.

13. Examinations provided for.
14. Distribution of surplus.
15. Attorney to be appointed.
16. State treasurer to hold securities deposited.
17. Valuation of policies.
18. Companies not to do banking business.
19. Rights of married women.
20. Reciprocal provisions.
21. Charter of companies of other States to be deposited.

22, 23. Definition of "agent" and penalty.

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25. Publication of statements.
26. Of judgments against companies.
27. Companies to obtain license.

The people of the State of Wisconsin, represented in sen ate and assembly, do enact as follows:

Capital and investment required.

SEC. 1. Before any life or accident insurance company shall do business in this State, it shall have a guarantee capital of at least one hundred thousand dollars paid in money, invested as hereinafter provided, or actual assets to the like amount invested in stocks of the United States or of this State, estimated at their market-value, or in such other stocks and securities as may be approved by the secretary of state, or in mortgages being first liens on real estate, the said real estate being worth at least twice the amount of money loaned thereon, with abstract showing a good and sufficient title, and the certificate of two reputable land-holders, under oath, certifying to the value of said property.

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Examination by secretary of state.

SEC. 2. No policy shall be issued until a certificate from the secretary of state has been obtained, authorizing such company to issue such policies. The secretary of state, or some person or persons authorized by him, shall examine the capital and assets of any company applying for such certificate, and the secretary of state shall issue the same only when satisfied that the company applying therefor has complied with the provisions of the first section of this act. Every insurance company incorporated in this State shall pay to the secretary of state, for the examination required by this section, when made, the sum of thirty dollars.

Conditions as to agents.

SEC. 3. It shall not be lawful for any person to act within this state, as agent or otherwise, in receiving or procuring applications for life-insurance, or in any manner to aid in transacting the business of life-insurance, referred to in first section of this act, for any company or association incorporated by or organized under the laws of any other State government, unless such company has conformed in such State, or in this State, to the same requirements in regard to capital that are imposed by section one of this act upon companies doing business in this State, or in lieu thereof, has actual assets to the amount of at least one hundred thousand dollars invested in the same manner as prescribed in regard to capital, in section one of this act.

Home companies shall transmit statements.

SEC. 4. Every life or accident insurance company incorporated in this State, or doing business in this State, shall, on or before the first day of March in each year, transmit to the secretary of state, and file in his office, a statement of the business standing and affairs, in the form prescribed or authorized by law, and adapted to the business done by such company, signed and sworn to by the president or vice-president, and secretary, and made out for the year ending on the preceding thirty-first day of December.

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Foreign companies shall make annual statement.

SEC. 5. All life or accident insurance companies chartered or organized in any other State of the United States, or beyond the limits of the United States, and doing business in this State, shall make an annual statement of their condition and affairs to the secretary of state, in the same manner and in the same form as similar companies organized

under the laws of this State. The secretary of state shall have authority to extend the time for filing such statement, for reasons which he shall deem good and sufficient, whether the company is organized in this State or elsewhere. The statements herein provided for shall be in lieu of any and all statements now required by any existing law.

When companies beyond limit of United States to make return.

SEC. 6. Life or accident insurance companies chartered beyond the limits of the United States, and doing business in this State, shall make a return of their standing on the thirty-first day of December in each year, agreeable to the form required by this act of other companies doing a similar business in this State, said return to be made to the secretary of state, on or before the first day of March, annually, and verified and sworn to by the president, secretary, or resident managing officer of such company in the United States.

Form of statement.

SEC. 7. The form for life or accident insurance companies shall be as follows:

1st. Name of the company.

2d. When chartered.

3d. For what period.

4th. Where located.

5th. State in full the assets of the company.

6th. Number of shares owned in any bank; state par value, cost, and the market-value per share.

7th. Number of shares owned in any railroad; stating the corporate name of each, and money invested in each, at cost, on its books; state the par value and market-value of each share.

8th. Amount owned in railroad bonds; state par value, cost, and market-value per share.

9th. Amount invested in real estate at cost, on the books of the company.

1192 10th. Amount loaned on mortgages of real estate, and estimated value of said real estate.

11th. Amount loaned on notes secured by collaterals of personal property.

12th. Amount loaned on notes without collaterals.

13th. State in full all other investments.

14th. How much, included in the foregoing statement of assets, consists of premium notes on policies not returned as now in force.

15. Number, date, kind, and amount of each outstanding policy, and age of the insured, excepting in case of companies whose policies have been valued by the proper officer in some other State, which valuation shall be shown by certificate from the insurance department of such State.

16. Number and amount of each class or kind of policies which have, within the year, ceased to be in force; how terminated; what has been paid to the legal holders of the policies.

17th. Amount of losses ascertained and unpaid.

18th. Amount of losses claimed against the company, whether acknowledged as due or not by the company.

19. Amount due from the company on its declared, promised, or acknowledged indebtedness or other claims, includ-

ing dividends, bonuses on distribution of surplus, or as profits.

20th. Amount received for premiums the past year.

21st. Amount received for premiums in cash.

22d. Amount received for premiums in promissory notes or securities.

23d. Amount received for interest the past year.

24th. Amount paid for interest the past year.

25th. Amount of guarantee funds; and state particularly whether the same are in cash or subscription notes.

26th. How are dividends, distributions of surplus funds, bonuses, or estimated profits, paid? Whether in cash, scrip, or otherwise, on credit, and whether on demand; or if on credit, for what length of time, and whether payable at a specific time or indefinitely, at the discretion of the company.

27th. Amount paid for expenses, taxes, and commissions the past year, classified.

1193 28th. Amount of dividends paid, specifying the amount paid to stockholders and the amount paid to policy-holders.

Secretary of state to revise statement and propose additional inquiries.

SEC. 8. The secretary of state is hereby authorized to amend and revise the forms of annual statements hereinbefore prescribed, and to propose such additional inquiries as are necessary to elicit a full exhibit of the business and standing of the various insurance companies doing business in this State.

Penalty for neglecting to make statement or making false one.

SEC. 9. Any company doing business in this State neglecting to make returns in the manner and within the time hereinbefore authorized and prescribed, shall forfeit one hundred dollars for each day's neglect; and every company that willfully makes false statements shall be liable to a fine of not less than five hundred dollars, nor more than one thousand dollars. Any new business done by any company or its agents in this State that has neglected to make true returns in the prescribed form shall be deemed to be done in violation of law.

When net value of funds not equal to net value of policies issued, secretary of state to notify company.

SEC. 10. When the actual funds of any life-insurance company doing business in this State are not of a net value equal to the net value of its policies, according to the American experience table of mortality, with interest at four and one-half per cent. per annum, it shall be the duty of the secretary of state to give notice to such company and its agents to discontinue issuing new policies within this State until such time as its funds have become equal to its liabilities, valuing its policies as aforesaid. Any officer or agent who, after such notice has been given, issues or delivers a new policy from and on behalf of such company before its funds have become equal to its liabilities as aforesaid, shall forfeit for each offense a sum not exceeding one thousand dollars.

May invest funds in stocks.

SEC. 11. It shall be lawful for any company organized in this State to invest its funds or accumulations in the stocks of the United States or of this State, or of any incorporated city or town in this State, or in mortgages (being first liens) on real estate, being worth at least twice the amount of the money loaned thereon, and any company may loan to policy-

holders in such company, from time to time, sums not exceeding one-half the annual premiums on their poli-
1194 cies, upon notes to be secured by the policy of the person to whom the loans may be made.

Home companies doing business in other States may invest in such States.

SEC. 12. When any life or accident insurance company, organized under the laws of this State, shall transact business in any other State, it may invest its surplus funds in such State, in like security, and under the same restrictions as in this State.

Secretary of state may address inquiries to companies.

SEC. 13. The secretary of state is hereby authorized and empowered to address any inquiries to any life or accident insurance company, or to the secretary thereof, in relation to its doings or conditions, or any other matter connected with its transactions, and it shall be the duty of any such company so addressed to reply promptly in writing to any such inquiries; and all such companies, not incorporated under the laws of this State, failing to answer all such inquiries, shall not be authorized to transact any business in this State, and their certificates of authority may be revoked and canceled. It shall be the duty of the secretary of state to make, or cause to be made, an examination of the condition of affairs of any life or accident insurance compa'y doing business in this State, whenever he shall deem it expedient to do so, and also whenever he shall have good reason to suspect the correctness of any annual statement, or that the affairs of any company, making such statements, are in an unsound condition.

Distribution of surplus funds.

SEC. 14. Life or accident insurance companies doing business in this State, which do business upon the principal of mutual insurance, or the members of which are entitled to share in the surplus funds thereof, may make distribution of such surplus as they may have accumulated, annually or once in two, three, four, or five years, as the directors thereof may from time to time determine. In determining the amount of the surplus to be distributed, there shall be reserved an amount not less than the aggregate net value of all the outstanding policies; said value to be computed by the American experience table of mortality, with interest not exceeding four and one-half per cent.

Appointment of attorney.

SEC. 15. Every life or accident insurance company not organized in this State, before doing business in this State, shall appoint an attorney, resident in this State, upon whom
all lawful processes against the company may be
1195 served with like effect as if the company existed in this State; and said power of attorney shall stipulate and agree, on the part of the company making the same, that any lawful process against said company, which is served on said attorney, shall be of the same legal force and validity as if served on said company. A copy of said power of attorney, duly certified and authenticated, shall be filed in the office of the secretary of state, and copies certified by him shall be sufficient evidence. This agency shall be continued while any liability remains outstanding against the company in this State, and the power shall not be revoked until the same power is given to another, and a

like copy filed as aforesaid. Service upon said attorney shall be deemed sufficient service upon the company.

State treasurer to receive deposits.

SEC. 16. The treasurer of the State, in his official capacity, shall take and hold on deposit the securities of any life-insurance company incorporated under the laws of this State, which are deposited by any such company for the purpose of securing policy-holders and complying with the law of any State, in order to enable such company to transact business in such State. The companies depositing such securities shall have the right to receive the income thereof, and at any time to exchange the same, according to the laws of the State in which they may be doing business.

Valuation of policies.

SEC. 17. If any life-insurance company organized in this State, or in any other State of the United States, or in any foreign country, whose policies are not valued by the insurance department or proper officers of any other State, shall transact business in this State, it shall be the duty of the secretary of state to calculate the existing value of the outstanding policies of such company; and every such company shall pay, annually, to the secretary of state, by way of compensation, one cent on every thousand dollars for the valuation of its policies issued by it on lives. A certified copy of the valuations of the policies of any company organized in this State or any other State, made by the insurance department or other proper officers of the States of Massachusetts or New York, filed in the office of the secretary of state, shall be a compliance with this section.

Not to issue policies.

SEC. 18. No life-insurance company organized 1196 under the laws of this State shall issue policies insuring fire, or marine, or accident, or live-stock risks, nor do any banking business.

Rights of married women.

SEC. 19. It shall be lawful for any married woman, by herself and in her own name, or in the name of any third person, with his assent as her trustee, to cause to be insured for her sole use, the life of her husband, son, or other person for any definite period, or for the term of the natural life of such person; and it shall be lawful for any person effecting, or causing to be procured or effected, any policy of insurance of the life of any person, to assign, transfer, or cause the same to be made payable to any married woman, or to any person in trust, for her or her benefit, whether the person effecting or procuring such insurance or making such assignment or transfer be the husband of such married woman or not, and such policy of insurance, when expressed to be for the benefit of, or assigned, transferred, or made payable to, any married woman, shall inure to her separate use and benefit and that of her children; and in case of her surviving such period or term, the sum or net amount of the insurance becoming due and payable by the terms of the insurance, shall be payable to her, to and for her own use and benefit, free from the claims of her husband, his representatives or creditors, and free from the claims of the person effecting, assigning, or transferring such insurance, his representatives or creditors: *Provided, however*, That if the premium on such policy is paid by any person with the intent to defraud his creditors, an amount equal to the pre-

mium so paid, with the interest thereon, shall inure to the benefit of said creditors, subject, however, to the statute of limitations. The amount of the insurance may be made payable, in case of the death of the wife before the period at which it becomes due, to his, her, or their children for their use, as shall be provided in the policy of insurance, and to their guardian, if under age, and the receipt of such married woman or of such children, or of their guardian, if minors, in the cases in which such insurance is payable to them, or either of them, pursuant to the terms of the policy and the provisions of this act, shall relieve the insurance company from all further liability therefor. The provisions of this section shall apply to all insurances on lives effected before the passage of this act.

Reciprocity.

1197 SEC. 20. Whenever the existing or future laws of any other State of the United States shall require of life-insurance companies, incorporated by or organized under the laws of this State, or of the agents thereof, any deposit of securities in such State for the protection of policy-holders or otherwise, or any payment for taxes, fines, penalties, certificates of authority, license fees or otherwise, greater than the amount required for such purposes from similar companies of other States, by the then existing laws of this State, then, and in every such case, all life or accident insurance companies of such States, establishing or having heretofore established an agency or agencies in this State, shall be, and are hereby, required to make the same deposit for a like purpose with the State treasurer of this State, and to pay to the secretary of state for taxes, fines, penalties, certificates of authority, license fees or any other obligation, an amount equal to the amount of such charges and payments imposed by the laws of such other State upon the companies of this State, and the agents thereof.

Must file charter.

SEC. 21. Every life or accident insurance company not organized under the laws of this State, shall, before doing business in this State, deposit with the secretary of state a copy of the charter of the company, and a statement, signed and sworn to by the president or vice-president and the secretary, in the form prescribed or authorized for the annual statement adapted to the business done by such company.

Who held to be agents.

SEC. 22. Whoever solicits insurance on behalf of any life or accident insurance company not chartered by and not established within this State, or transmits, for any person other than himself, an application for life or accident insurance, or a policy of life or accident insurance, to or from such company, or advertises that he will receive or transmit the same, shall be held to be an agent of such company to all intents and purposes, and subject to all the duties, requisitions, liabilities, and penalties set forth in the laws of this State relating to life or accident insurance companies not incorporated by the legislature thereof.

Forfeit.

SEC. 23. Any agent making insurance in violation of any law of this State regulating life-insurance companies, shall forfeit for each offense a sum not exceeding five hundred dollars.

like copy filed as aforesaid. Service upon said attorney shall be deemed sufficient service upon the company.

State treasurer to receive deposits.

SEC. 16. The treasurer of the State, in his official capacity, shall take and hold on deposit the securities of any life-insurance company incorporated under the laws of this State, which are deposited by any such company for the purpose of securing policy-holders and complying with the law of any State, in order to enable such company to transact business in such State. The companies depositing such securities shall have the right to receive the income thereof, and at any time to exchange the same, according to the laws of the State in which they may be doing business.

Valuation of policies.

SEC. 17. If any life-insurance company organized in this State, or in any other State of the United States, or in any foreign country, whose policies are not valued by the insurance department or proper officers of any other State, shall transact business in this State, it shall be the duty of the secretary of state to calculate the existing value of the outstanding policies of such company; and every such company shall pay, annually, to the secretary of state, by way of compensation, one cent on every thousand dollars for the valuation of its policies issued by it on lives. A certified copy of the valuations of the policies of any company organized in this State or any other State, made by the insurance department or other proper officers of the States of Massachusetts or New York, filed in the office of the secretary of state, shall be a compliance with this section.

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SEC. 19. It shall be lawful for any married woman, by herself and in her own name, or in the name of any third person, with his assent as her trustee, to cause to be insured for her sole use, the life of her husband, son, or other person for any definite period, or for the term of the natural life of such person; and it shall be lawful for any person effecting, or causing to be procured or effected, any policy of insurance of the life of any person, to assign, transfer, or cause the same to be made payable to any married woman, or to any person in trust, for her or her benefit, whether the person effecting or procuring such insurance or making such assignment or transfer be the husband of such married woman or not, and such policy of insurance, when expressed to be for the benefit of, or assigned, transferred, or made payable to, any married woman, shall inure to her separate use and benefit and that of her children; and in case of her surviving such period or term, the sum or net amount of the insurance becoming due and payable by the terms of the insurance, shall be payable to her, to and for her own use and benefit, free from the claims of her husband, his representatives or creditors, and free from the claims of the person effecting, assigning, or transferring such insurance, his representatives or creditors: *Provided, however*, That if the premium on such policy is paid by any person with the intent to defraud his creditors, an amount equal to the pre-

mium so paid, with the interest thereon, shall inure to the benefit of said creditors, subject, however, to the statute of limitations. The amount of the insurance may be made payable, in case of the death of the wife before the period at which it becomes due, to his, her, or their children for their use, as shall be provided in the policy of insurance, and to their guardian, if under age, and the receipt of such married woman or of such children, or of their guardian, if minors, in the cases in which such insurance is payable to them, or either of them, pursuant to the terms of the policy and the provisions of this act, shall relieve the insurance company from all further liability therefor. The provisions of this section shall apply to all insurances on lives effected before the passage of this act.

Reciprocity.

1197 SEC. 20. Whenever the existing or future laws of any other State of the United States shall require of life-insurance companies, incorporated by or organized under the laws of this State, or of the agents thereof, any deposit of securities in such State for the protection of policy-holders or otherwise, or any payment for taxes, fines, penalties, certificates of authority, license fees or otherwise, greater than the amount required for such purposes from similar companies of other States, by the then existing laws of this State, then, and in every such case, all life or accident insurance companies of such States, establishing or having heretofore established an agency or agencies in this State, shall be, and are hereby, required to make the same deposit for a like purpose with the State treasurer of this State, and to pay to the secretary of state for taxes, fines, penalties, certificates of authority, license fees or any other obligation, an amount equal to the amount of such charges and payments imposed by the laws of such other State upon the companies of this State, and the agents thereof.

Must file charter.

SEC. 21. Every life or accident insurance company not organized under the laws of this State, shall, before doing business in this State, deposit with the secretary of state a copy of the charter of the company, and a statement, signed and sworn to by the president or vice-president and the secretary, in the form prescribed or authorized for the annual statement adapted to the business done by such company.

Who held to be agents.

SEC. 22. Whoever solicits insurance on behalf of any life or accident insurance company not chartered by and not established within this State, or transmits, for any person other than himself, an application for life or accident insurance, or a policy of life or accident insurance, to or from such company, or advertises that he will receive or transmit the same, shall be held to be an agent of such company to all intents and purposes, and subject to all the duties, requisitions, liabilities, and penalties set forth in the laws of this State relating to life or accident insurance companies not incorporated by the legislature thereof.

Forfeit.

SEC. 23. Any agent making insurance in violation of any law of this State regulating life-insurance companies, shall forfeit for each offense a sum not exceeding five hundred dollars.

Fees of secretary of state.

1198 SEC. 24. For filing the annual statement required in the office of the secretary of state, the said secretary shall be paid twenty-five dollars; for each agent's certificate of authority, one dollar; for every copy of a paper filed in the secretary's office, twenty cents per folio, and for affixing the seal of said office to such copy and certifying the same, one dollar; and for examining the affairs of any company, when deemed necessary, the expenses incurred therein shall be paid to said secretary of state by the company.

Advertising statements.

SEC. 25. The secretary of state shall annually, on or before the first day of May, prepare and print in a single document the information contained in the statements made under this act and shall communicate the same to the legislature. He shall also cause the annual statements required to be filed by this act to be published in the official State paper for one week, and for the like period in a newspaper published in the city of Milwaukee, at the expense of such companies respectively.

When judgment standing against company, not to issue new policies, & penalties.

SEC. 26. It shall be unlawful for any life or accident insurance company against which a final judgment has heretofore been recovered or shall hereafter be recovered in any court of competent jurisdiction in this State, after sixty days from the rendition of such judgment and while the same shall remain unpaid, unless execution be stayed by appeal according to law, to issue any new policy of insurance, and in case any life-insurance or accident company by its officers or agent or agents shall violate the provisions of this section, such life or accident insurance company shall forfeit the sum of one thousand dollars, which may be recovered in the name of the State of Wisconsin in an action of debt, and when collected shall be paid over to the common-school fund, and any agent of such company who shall knowingly violate the provisions of this section shall be deemed guilty of a misdemeanor, and upon conviction thereof shall be punished by fine not exceeding five hundred dollars, nor less than one hundred dollars, or by imprisonment in the county jail of the proper county for a term not more three months nor less than thirty days; and provided, that the Provident Life-Insurance Company of Chicago, State of Illinois, and the Eagle Insurance Company, of Chicago, State of Illinois,

Companies prohibited.

1199 shall not be permitted to issue any policy of insurance in this State, and shall not have any right or privileges whatever under or by virtue of this act.

Must obtain license before transacting business.

SEC. 27. No life or life and accident insurance company shall transact business in this State without first having obtained a license therefor from the secretary of state, which license when issued shall authorize the insurance company named therein and the agents thereof to transact business in this State until the last day of February following the date thereof. No such license shall be issued by the secretary of state to any life or life and accidental insurance company until such company shall have filed in the office of the secretary of state the reports and statements in this act required, and shall have paid to the State treasurer, in addition to the fees in this act prescribed, an annual license-fee of three hundred dollars, and all life and life and accident

companies organized in this State under special charters granted for that purpose, or under general laws, shall pay into the State treasury one per cent. on the cash receipts for premiums received by such company in the State of Wisconsin for the year preceding the making of the annual report as hereinbefore provided, which sum shall be paid to the State treasurer at the time such report is filed with the secretary, for which sum so paid the State treasurer shall execute duplicate receipts. The payment of the sum provided in this section shall be in lieu of all taxes for any purpose authorized by the laws of this State, excepting taxes upon such real estate as may be owned by such company: Provided, that nothing in this act shall be construed to relieve any company from the payment of any license-fees or taxes now due under existing laws upon business transacted prior to January first, 1870.

Repealed.

SEC. 28. Chapters one hundred and fifty-eight and one hundred and seventy-nine of the general laws of 1867, and sections one and two of chapter one hundred and eighty-two of the general laws of 1862, so far as they relate to life-insurance companies, or the business of life-insurance, are hereby repealed.

SEC. 29. This act shall take effect and be in force from and after its passage.

Approved March 14, 1870.

1200 [Northwestern Mutual Life-Ins. Co., John H. Van Dyke, president; Heber Smith, vice-president; Emory McClintock, actuary; Willard Merrill, secretary.]

MILWAUKEE, *Jan.* 28, 1871.

I. T. MARTIN, Esq., *Davenport, Io.:*

D'R SIR: It would appear desirable to make Mr. Angle a loan, but the enclosed application does not meet the views of the committee. Too large a proportion of the total value is represented by the buildings, and being a residence, is an expensive piece of property which would not probably sell for its cost, purchasers for such property being rare. If he will add other property, or furnish different security, we would be glad.

Resp'y, (Signed) W. H. FARNHAM,
Asst. Cash'r.

(On margin:) Loan application of Hon. H. G. Angle, of Cedar Rapids, Io. Exhibit No. 4, int. 7, page 4, J. H. Van Dyke's dep. Fr. Bloodgood, com'r.

1201 To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: I desire to obtain from your company a loan of $10,000 for 3 years from May 1st, 1871, upon bond and mortgage of the following-described property, situated in Cedar Rapids, in the county of Linn and State of Iowa, viz: *Lots 8, 9, & 10 in block 33, in the city of Cedar Rapids, Iowa, each lot 60 by 140 ft.=180x140.

*Insert a full and complete description of the premises so as to identify them with certainty; describe by metes and bounds if necessary to do so. If property is described by lot and block, state the size in feet; in other cases, the number of acres; describe the buildings, their size, and whether stone, brick, or wood.

Buildings.—Two-story brick, with Mansard roof, 44x54 ft., (residence;) wood-barn with wings all about 36x62.

Cash value of the real estate without buildings	$8,000
Cash value of buildings	$20,000
Total	$28,000

The buildings are insured for (no insurance on barn) $13,000. My life not insurable. My wife's name is Sarah A. Angle. Dec. 26, 1870.

(Signed) [Name in full] H. G. ANGLE,

Post-office address: *Cedar Rapids, Linn Co., Iowa.*

1202 *Exhibit No. 5, J. H. Van Dyke's dep., (int. 4, page 4.)—Fr. Bloodgood, commr.*

(Leave these lines blank.)

Angle, Hon. H. G., Cedar Rapids, Iowa; application for loan from the Northwestern Mutual Life-Insurance Company; amount, $10,000; time, 3 years; property, 3 lots in Cedar Rapids, Iowa.

Referee's valuation of land	$8,000
Referee's valuation of buildings	$20,000
Total	$28,000
Insurance on buildings	$13,000

Applicant's life-insurance in this company, not insurable. Voted Feby. 25th on the residence property and the 11 lots—and the one lot—see his letter.

Exhibit No. 5.

1203 To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, residents of Cedar Rapids, State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property as follows:

Description of property.—Lots 8, 9, 10, in block 33, in city of Cedar Rapids, Iowa, (each lot is 60x140 feet,) with brick ville & buildings, as barn, etc., thereon.

Cash value of the real estate without buildings	$8,000
Cash value of buildings	$20,000
Total	$28,000

We also state that the property is so situated with reference to the best position for business or residence in the place that it will not [insert will or will not] be likely to depric'ate in value in the future, (but appreciate.)

We, too, are well acquainted with the credit, reliability, and business promptness of Hon. H. G. Angle, residing in Cedar Rapids, proposing to get a loan on the above property, and state that his credit is good as the best, [insert "good," "fair," or "poor" as may be true,] and

1204 believe that he [he or they] will pay the interest promptly [insert "promptly," "leisurely," or "slowly" as may be most probable,] and that the loan is a desirable [insert "desirable," "tolerable," or "poor"] one for the company to make, and that it would be so regarded by the people generally.

Cedar Rapids, Jan. 2, 1871.

(S'g'd) W. W. SMITH, *Merchant.*
S. C. BEVERT,
Pt. City Ntl. Bk. C. R.
N. B. MOORE,
Capitalist.
C. W. COPELAND, *Agt.*

I concur in the above except that the value placed on the property (it is worth) $26,000.00.

W. W. WALKER, *Prest. 1st. Natl. Bk.*

N. B.—As this statement, if desired, will be held strictly confidential, t would be well for the signers to mail it direct to the company.

Exhibit No. 5 continued. Fr. Bloodgood, comr.

1205 CEDAR RAPIDS, IOWA, *Feby.* 13, '71.

To the Northwestern Life-Ins. Co., Milwaukee, Wis.:

In addition to lots 8, 9, & 10, blk. 33, C. Rapids, with the dwelling thereon, worth $28,000, I offer lot No. 2, blk. 24, being 60 ft. x 140, & worth $100 p'r ft. front = $6,000.

Or, if preferred by the co., I will substitute for the dwelling 11 business lots of 20 ft. front each, the ground, irrespective of the buildings, being worth over $22,000, while the buildings are worth over $4,000.

The grounds, rent, & buildings bring me an annual rental of $1,200.

Resp'y,
(Sgd.) HORATIO G. ANGLE.

Exhibit 5, continued. Fr. Bloodgood, comr.

CEDAR RAPIDS, *Feb.* 13, 1871.

We, the undersigned, concur in the valuation of lot No. 2, block
1206 24, city of Cedar Rapids, as set forth in Mr. Angle's statement, on the other side of this sheet; also the valuation of the other property indicated.

(Signed) C. W. COPELAND.
N. B. BROWN.
W. W. WALKER,
Prst. 1st Nat. Bk.
W. W. SMITH.
S. C. BEARD.

1207 MARCH 1.

Hon. H. G. ANGLE,
Cedar Rapids, Io.:

DEAR SIR: Your 10,000
that amount, provided you will include in the mortgage all the property mentioned in your application & letters, viz: The residence, also lot No. 2, blk. 24, and also the eleven business lots, of 20 ft. front each, during or the month of May.

(This was a printed form filled out as above, as we ascertain from our letter-press copy.

We cannot supply the printed portion. The form is not now used by us, and we have no copy on file to my knowledge.)

Exhibit No. 6, J. H. Van Dyke's dep., int. 7, page 4. Fr. Bloodgood, comr.

1208 [Northwestern Mutual Life-Ins. Co. John H. Van Dyke, president; Heber Smith vice-president; Emory McClintock, actuary; Willard Merrill, secretary.]

MILWAUKEE, *March 24th*, 1871.

I. T. MARTIN, Esq.,
Davenport, Iowa:

DEAR SIR: Your notice of H. G. Angle's acceptance of our proposition to loan him on all of the property mentioned in connection with the application is received. We have placed the day of payment on or before May 10th, 1871, which is as soon as we can agree to furnish the money. We would advise, however, that his securities be perfected soon as possible and left with us, so that we can pay the loan sooner in case we have the funds, which may possibly be the case.

Resp'y,
(Signed) W. H. FARNHAM,
Asst. Cashr.

Exhibit No. 7, J. H. Van Dyke's dep., int. 7, page 4. Fr. Bloodgood, comr.

1209 [John H Van Dyke, president; Heber Smith, vice-president; Emory McClintock, actuary; Willard Merrill, secretary, Northwestern Mutual Life-Insurance Company.]

MILWAUKEE, *April* 13, 1871.

I. T. MARTIN, Esq.,
Davenport, Iowa:

DEAR SIR: We return herewith Hon. H. G. Angle's abstract of title. Also attorney's letter setting forth the difficulties presented.

Please return the papers with corrections and explanations soon as practicable.

Would like Mr. Angle's written statement that lots 6 and 7, in block 16, are identical with the eleven business lots of 20 feet each, mentioned (but not located) in his letter of 13th of February, '71.

(Signed) W. H. FARNHAM,
Assistant Cashier.

Exhibit No. 8, J. H. Van Dyke's dep., int. 7, page 5. Fr. Bloodgood, comr.

[John H. Van Dyke, president; Heber Smith, vice-president; Emory McClintock, actuary; Willard Merrill, secretary, Northwestern Mutual Life-Insurance Company.]

MILWAUKEE, *May* 1, 1871.

I. T. MARTIN, Esq.,
Davenport, Iowa:

DEAR SIR: We send herewith bond and mortgage for execution in matter of loan voted H. G. Angle and wife.

The return papers should be accompanied by a fire-insurance policy or policies, of at least $10,000, in some good leading company or companies, made payable to this company in case of loss.

Yours, truly,
(Signed) W. H. FARNHAM,
Asst. Cashier.

Exhibit No. 9, J. H. Van Dyke's dep.

Abstracts of title furnished by Lothian & Mitchel, attys. at law and real-estate agents, Marion, Linn Co., Iowa.

Grantor.	Grantee.	Character of instrument.	Date of instrument.	Dateof filing.	Book.	Page.	Remarks.
U. S	N. B. Brown & Addison Daniels	Original entry	3, 1, '43				Lot. 5 & S. E. ¼ 21, 83, 7.
N. B. Brown and Addison Daniels	J. E. Sanford	Deed	3, 1, '43	3, 6, '43	A	81	Und. 1-12 pt. of same.
N. B. Brown & J. E. Sanford	Addison Daniels	Deed	3, 1, '43	3, 6, '43	A	83	Und. 1-12 pt. of same.
N. B. Brown J. E. Sanford Addison Daniels	Hosea W. Gray	Deed	3, 6, '43	3, 6, '43	A	84	Und. 1-12 pt. of same.
N. B. Brown J. E. Sanford Addison Daniels H. W. Gray & wife	George Greene	Deed	3, 1, '43	3, 9, '43	A	85	Und. 5-12 pt. of same.
H. W. Gray & wife J. H. Sanford A. Daniels Geo. Green & wife	N. B. Brown	Deed	3, 1, '43	3, 9, '43	A	86	Und. 4-12 pt. of same.
N. B. Brown	Thomas Craig	Deed	9, 16, '45	9, 16, '45	A	464	Und. 4-12 pt. of same.
Thomas Craig & wife	N. B. Brown	Deed	4, 20, '48	8, 11, '48	C	131	Und. 4-12 pt. of same.
N. B. Brown George Green A. Daniels F. E. Bissell, atty. for Peret M. Sanford, at law of J. E. Sanford, dec'd & J. F. Ely, admr. A. L. Ely, dec'd.	Cedar Rapids	Plat of	3, 27, '49	4, 2, '49	C	275	Located on above & other lands.
All of the following lots are situated on the above lands:							
Commissioners in partition	George Geeene	Deed	4, 3, '49	5, 19, '49	C	279	Lots 8 & 9, B. 33, Cedar Rapids.
George Greene & wife	John F. Ely, admr. of A. L. Ely, dec'd.	Deed	5, 3. '49	5, 7, '49	C	262	" 8 & 9, B. 33, " "
A. L. Ely, dec'd, by admr.	Mary A. Ely	Deed	5, 17, '50	8, 18, '51	D	673	" 8 & 9, " 33, " "
Commissioners in partition	Addison Daniels	Deed	4, 3, '49	5, 19, '49	C	282	" 10, " 33, " "
Addison Daniels	J. W. McClintrick	Deed	3, 21, '49	9, 9, '52	E Vol.	401	" 10, " 33, " "
J. W. McClintock & w	Mary A. Ely	Deed	1, 1, '57	1, 6, '57	2	321	" 10, " 33, " "
Mary A. Ely & husband	J. N. Isham & S. C. Higby	Deed	7, 6, '64	7, 25, '64	6	449	" 8, 9, & 10 " 33, " "
S. C. Higby	J. N. Isham	Deed	5, 29, '65	8, 7, '65	7	209	Und. ½ same lots.
J. N. Isham	H. G. Angle	Deed	4, 20, '68	5, 12, '68	10	189	

Continued page 2.

Abstract of title furnished by Lothian & Mitchel, attys. at law and real-estate agents, Marion, Linn Co., Iowa.

Grantor.	Grantee.	Character of instrument.	Date of instrument.	Date of filing.	Book.	Page.	Remarks.
Commissioners in partiti'n	George Greene	Deed	4, 3, '39	5, 19, '49	C	279	Lot 1, B. 24, Cedar Rapids.
George Greene & wife	Jno. F. Ely, admr. estate of Alex. L. Ely, dec'd.	Deed	5, 3, '49	5, 7, '49	C	262	" 1, B. 24, Cedar Rapids.
Alex. L. Ely, dec'd, by Jno. F. Ely, adm'r	Mary A. Ely	Deed	5, 17, '50	8, 18, '51	D	673	" 1, " 24, " "
Mary A. Ely 0	Harleston R. McIntosh, wife D. M. McIntosh.	Deed	12, 30, '53	1, 6, '54	F	414	" 1, " 24, " "
Harleston R. McIntosh 0	H. G. Angle	Deed	7, 19, '54	7, 21, '54	G	360	" 1, " 24, " "
Commissioners in partition	N. B. Brown	Deed	4, 3, '49	5, 19, '49	C	282	Lot 2, " 24, " "
N. B. Brown & wife	D. M. McIntosh	Deed	1, 7, '53	1, 31, '53	E	591	" 2, " 24, " "
D. M. McIntosh & wife	James Keeler	Deed	1, 3, '54	1, 3, '54	F	403	" 2, " 24, " "
James Keeler 0	H. G. Angle	Deed S	4, 25, '54	5, 6, '54	G	143	" 2, " 24, " " Lot 6 & N. E. 40 feet of lot 7, B. 16, Cedar Rapids.
H. W. Gray & wife George Greene & wife A. Daniels & J. E. Sanford	N. B. Brown	Deed	5, 28, '44	5, 31, '44	A	221	Lot 7, B. 16, " "
N. B. Brown	Thomas Craig	Deed	9, 16, '45	9, , '45	A	464	" 7, " 16, " "
Thomas Craig & wife	Josiah & James Keplinger	Deed	12, 4, '46	12, 5, '46	B	216	" 7, " 16, " "
James Keplinger & wife	Josiah Keplinger	P. atty. to sell	10, 24, '54	1, 31, '55	G	534	" 7, " 16, " "
Josiah Keplinger (0) & James Keplinger & wife, by Josiah Keplinger, atty.	George Greene & William Greene.	Deed	11, 28, '54	1, 31, '55	G	538	" 7, " 16, " "
William Greene & wife	George Greene	Deed	9, 3, '57	12, 15, '57	Vol. 3	412	Und. ½ 7, " 16, " "
N. B. Brown & wife H. W. Gray & wife A. Daniels & J. E. Sanford 0	George Greene	Deed	5, 28, '44	5, 28, '44	A Vol.	212	Lot 6, " 16, " "
George Greene & wife	J. R. Valentine	Deed	6, 19, '60	6, 25, '60	5	111	Lots 6 & 7, " 16, " "
George Greene & wife	M. M. Merritt	Deed	3, 22, '61	3, 27, '61	5	335	Und. ½ 6 & 7, " 16, " "
J. R. Valentine 0	Wirt Dexter	Q. C. deed	6, 29, '61	7, 3, '61	5	405	Lots 6 & 7, " 16, " "
J. R. Valentine 0	A. Sidney Belt	Q. C. deed	4, 26, '65	5, 24, '65	7	142	" 6 & 7, " 16, " "
Joamneo G. Valentine, wife of J. R. Valentine	A. Sidney Belt	Q. C. deed	2, 8, '66	2, 19, '66	7	496	" 6 & 7, " 16, " "
Wirt Dexter	A. Sidney Belt	Q. C. Deed	1, 22, '66	2, 19, '66	7	497	" 6 & 7, " 16, " "
A. Sidney Belt & wife	H. G. Angle	Deed	5, 4, '66	5, 7, '66	8	152	" 6 & 7, " 16, " "
M. M. Merrett & husband	H. G. Angle	Q. C. deed	10, 22, '66	3, 25, '71			" 6 & 7, " 16, " "
H. G. Angle & wife	Isaac N. Isham	Deed	4, 20, '68	5, 12, '68	10	190	S. W. 20 feet lot 7, B. 16, "

1212 MARION, *March 25th*, 1871, *at* 12 *m.*

We hereby certify the foregoing, consisting of two pages, is a correct abstract of the lots described at this date, and that there are no incumbrances, as the same appears of record at this date.

LOTHIAN AND MITCHEL.

Date of inst., 5, 1, 1871; date of filing, 5, 25, 1871; book of record, page , vol. 3.

H. G. Angle & wife to Northwestern M. L.-Ins. Co. Mortgage on the within-described premises, to secure the payment of $10.000.00. The mortgage is not recorded, hence cannot give the page of the book of record. The above and foregoing is a correct abstract of the title to the premises therein described, as the same appears of record in said Linn County, Iowa.

Marion, May 25, 1871, at 4 o'clock p. m.

LOTHIAN & MITCHEL.

(Endorsed:) W. H. Van Dyke's dep., int. 8, page 16. Exhibit No. 10. Fr. Bloodgood, commr.

1213 [Stamp. H. G. A., 4, 10, 1871.]

$10.000. CEDAR RAPIDS, *May 12th*, 1871.

To Northwestern Mutual Life-Insurance Co. Pay to Rev. C. W. Copeland, agent, ten thousand dollars, on account of bond and mortgage, in current funds.

H. G. ANGLE.

(Stamped:) E. C. Jennings, cashier. Paid May 16, 1871.

(Endorsed:)
Received payment May 16, 1871.

C. W. COPELAND.

Exhibit No. 11, T. Bloodgood, commissioner; J. H. Van Dyke's dep., int. 10, page 7.

1214 [H. L. Palmer, D. G. Hooker, F. W. Pitkin. Law-office of Palmer, Hooker & Pitkin, Northwestern Life-Insurance Co.'s Building.]

MILWAUKEE, *May* 16, 1871.

J. H. VAN DYKE, Esq., *President, &c.:*

DR. SIR: The bond & mortgage of H. G. Angle are properly drawn & executed.

The abstract shows the title to be good in the mortgagee, free of incumbrance.

The policies of insurance to the amount of $10,000 on property made payable to the Northwestern Mut. Life-Ins. Co. in case of loss.

These papers, in our opinion, constitute valid securities.

Yours, &c.,
(S'g'd) PALMER, HOOKER & PITKIN.

Exhibit No. 12. J. H. Van Dyke, dep., page 12. Fr. Bloodgood, comm.

1215 (Copy.)

[2 c. rev. stamp.]

$5,000.00. CEDAR RAPIDS, *Oct. 24th*, 1870.

Northwestern Mutual Life-Ins. Co., pay to the order of C. W. Copeland five thousand dollars, at sight, value received, and charge to account of

No. N. B. BROWN.

To N. W. M. LIFE-INS. CO.,
Milwaukee, Wis.

Exhibit No. 13, J. H. Van Dyke's dep., int. 13, page 9. Fr. Bloodgood, comr.

The original order is receipted on the back as follows: "Received the within amount, $5,000, Oct. 28, 1870," and the receipt is signed by C. W. Copeland.

Exhibit No. 13.

1216 [Northwestern Mutual Life-Ins. Co. John H. Van Dyke, president; Heber Smith vice-president; Emory McClintock, actuary; Willard Merrill, secretary.]

MILWAUKEE, *May* 16, 1871.

Messrs. LOTHIAN & MITCHELL,
Marion, Linn Co., Iowa:

GENTS.: Please continue and re-certify the enclosed abstract of title, (made by you March 25, 1871, for Hon. H. G. Angle,) up to and including the recording of the mtg. of H. G. Angle and wife to this co., of date May 1, 1871, and recorded on the 13th inst.

Return it to us by early mail and note your charges for the same. We will at once remit.

Yours, truly,
(Signed) W. H. FARNHAM,
Asst. Cashr.

J. H. Van Dyke's depn,. cr.-int. 9, page 26, Exhibit No. 14. Fr. Bloodgood, commr.

1217 [Northwestern Mutual Life-Ins. Co. John H. Van Dyke, president; Heber Smith, vice-president; Emory McClintoc', actuary; Willard Merrill, secretary.]

MILWAUKEE, *May* 19, 1871.

Messrs. LOTHIAN & MITCHELL,
Marion, Iowa.:

GENTS.: Your favor of 18th inst. is at hand.

The mortgage of Hon. H. G. Angle, of Cedar Rapids, Ia., is now in our possession, and was brought to us by our agent, Mr. Copeland, of Cedar Rapids. On the back of the mtg. is the following certificate:

STATE OF IOWA,
County of Linn, ss:

Received for record on the thirteenth day of May, A. D. 1871, at 12 o'clock m., and recorded in vol. G, of mortgages, on pages 128–9.

(Signed) J. J. DANIELS,
Register.

We cannot determine from this certificate whether the volume of mortgages mentioned is C or G, the character being in the original
1218 just as represented in the above copy. If after receiving this letter and making further search with the aid of the clue furnished by above certificate, you fail to find the mortgage of record, please notify us at once; if you do find it all right—and we think it must be—please continue and return the abstract as requested in our former letter.

Yours, truly,
(Signed) W. H. FARNHAM,
Asst. Cash.

J. H. Van Dyke's dep., cr.-int. 9, page 26. Exhibit No. 15. Fr. Bloodgood, comr.

1219 [Northwestern Mutual Life-Ins. Co. John H. Van Dyke, president; Heber Smith, vice-president; Emory McClintoc', actuary; Willard Merrill, secretary.]

MILWAUKEE, *May* 24, 187—12 p. m.

Messrs. LOTHIAN AND MITCHELL,
Marion, Iowa:

GENTS.: Your favor of 22d inst. at hand, just received.

We would send you the mortgage at once as requested, but fearing from your last letter, upon thinking the matter over, that something might be wrong, we forwarded the mtg. by this morning's mail to the recorder of deeds for Linn Co., to be at once filed for record, if not already appearing on the records. Hence you will find the mtg. at the register's office, and can now follow the instructions contained in our first letter. Please do so at once, and oblige,

Yours, truly,
(Signed) W. H. FARNHAM,
Asst. Cash.

Exhibit No. 16. Fr. Bloodgood, comr.

1220 [Office of the Northwestern Mutual Life-Insurance Company, Broadway, cor. Wisconsin street.]

MILWAUKEE, *January* 31*st*, 1872.

The executive committee of the Northwestern Mutual Life-Insurance Company take pleasure in submitting to the trustees and policy-holders of the company this the thirteenth annual statement, showing the financial condition of the company at the close of the fiscal year, December 31st, 1871.

It exhibits the continued prosperity and substantial progress which have heretofore been marked features in its existence, and which, with reduced expenditures in management, strongly recommend the company to the confidence and support of its patrons.

It would be a matter of much interest to review, step by step,
1221 each succeeding year of the company's existence, noting the rapid progress by which it has reached its present commanding position; but such a review would transcend the limits and intent of an annual report, and we therefore invite your examination only to a brief statement of its present condition.

There have been issued during the year 5,662 policies, amounting to $12,694,852, and there are in force at its close 34,349 policies, covering $62,425,187 of insurance.

The total income of the year is $3,772,591.69, of which $3,113,545.84 have been received for premiums, and $650,208.68 received from interest upon its investments. It is a noticeable feature that the item of interest the present year largely exceeds the entire death-losses during the same period.

There have been paid for losses during the year 286 policies upon 269 lives, amounting to $606,020.94. The first matured endowment policy has also been paid—amount, $1,333.33.

The mortuary record of the year still falls short of that esti-
1222 mated in the premium tables, and of the average of American experience, as shown by the Massachusetts report of 1871. Of the amount paid for losses, $74,000 have been paid upon deaths by accident, being an advance of fifty per cent. upon the amounts paid for losses of similar character in the year 1870.

The total assetts of the company now amount to nearly eleven millions of dollars. There have been invested during the year past, in bonds secured by mortgage upon real estate, over one and a half millions of dollars, making a total in this class of securities of over five millions of dollars upon real estate, worth from three to five times the amount. To relieve any misapprehensions which may have arisen in the minds of policy-holders as to the effect of the Chicago fire upon the securities held in that city, we would say that but eight of the company's loans were upon property within the burned district. These loans were made in 1868 and 1869, before the expansion of landed values there; and in each case except one the then land-values without the buildings was largely in excess of the loans when made; and in this one case the value of the land alone was nearly equal to the loan on the appraisal of
1223 1869. Our Chicago securities are perfectly safe. We shall not lose a dollar by the fire.

That the policy-holders might have the fullest evidence of the unquestionable character of all the securities held by this company, the trustees, at the last annual meeting, appointed a committee of three from the policy-holders of the company to examine and make report upon the subject. That committee, consisting of one from each of the States of Iowa, Minnesota, and Wisconsin, in May last made thorough examination of the assetts, and full report in detail of their labors. The results may here be summed up in the closing paragraph of their report, which is as follows: "In conclusion, we congratulate the policy-holders of the company upon the prosperous condition of its business and the soundness and safety of its investments."

Your attention is invited to the steadily decreasing ratio of expenses to receipts, evincing careful attention and economy in the management of the company, the ratio*n* being 13.64 per cent., including taxes for the year 1871, as against 14.81 the preceeding year; 16.67 on the business of 1869, and 17.28 the average ratio of all companies on the business
1224 of 1870, as appears by the last report of the Massachusetts insurance commissioner.

Another interesting feature in the business of the present year has been its steady extension eastward, more especially the ready welcome given to the company in the State of New York, giving evidence of the appreciation of the attractive features presented by this company, and the advantages it enjoys in its locality, and the opportunity for the investments of its funds at higher rates of interest than are to be obtained in eastern States. The management has also, during the autumn, made the deposit required, and established agencies in Canada and the provinces with promising results.

With this brief sketch of the present and an abiding confidence in the future of the company, without further comment we invite attention to the annexed financial statement for a more full exhibit of the company's standing.

JOHN H. VAN DYKE,
HEBER SMITH,
H. L. PALMER,
MATHEW KEENAN,
DAVID FERGUSON,
Executive Committee.

1225 *Annual statement, January 1st, 1872.*

Net assetts January 1st, 1871		$8,117,950 85
RECEIPTS FOR THE YEAR.		
For premiums	$3,113,545 84	
For interest	650,208 68	
For rent	8,837 17	
		3,772,591 69
		$11,890,542 54
DISBURSEMENTS.		
Claims by death	$606,020 94	
Matured endowment	1,333 33	
Surrendered and lapsed policies	477,958 16	
Dividends to policy-holders	497,071 84	
Taxes	37,214 28	
Commissions, agents' expenses and salaries	320,404 22	
Exchange and postage	17,134 99	
Medical examinations	18,651 00	
Salaries—officers', clerks', and executive committee	71,626 33	
Advertising, printing, and stationery	29,353 14	
Expenses, general—law, building, trustees, etc	20,402 01	
		2,097,170 24
Net assetts Jany. 1st, 1872		9,793,372 30
1226 Accrued interest on loans	$109,838 43	
Accrued interest on premium notes	147,301 65	
Premium on United States 5-20 bonds.	15,000 00	
Deferred premiums, semi-annual and quarterly	257,512 04	
New premiums on policies issued in Nov. and Dec., 1871	61,123 64	
Renewal premiums, principally collections for Dec	272,575 59	
Accrued rent	1,445 85	
		864,797 50
Total assets January 1st, 1872		$10,658,169 80

Invested as follows:

Cash on hand and in bank	$171,954 64
Loans on bond and mortgage	5,058,184 63
Loans on policies assigned to company	956 75
United States 5-20 bonds, market value	135,000 00
Premium notes	4,022,521 75
Bills receivable	31,168 50
Real estate	317,752 87
Office furniture	5,827 69
Ledger balances	65,005 47
Accrued interest as above	257,140 38
1227 Deferred premiums, as above	257,512 04
New premiums " "	61,123 64
Renewal premiums " "	272,575 59
Accrued rent " "	1,445 85
	$10,658,169 80

Ratio of expenses to receipts, 12.65 per cent., exclusive of taxes.
" " " " 13.64 " " including taxes.

Exhibit No. 17, J. H. Van Dyke dep. cr. int. 4, pag' 20. Fr. Bloodgood, comm.

1228 *Exhibit No.* 17 *continued*—FR. BLOODGOOD, *commr.*

[Office of the Northwestern Mutual Life-Ins. Co., Broadway, cor. Wisconsin street.]

MILWAUKEE, WIS., *Jan.* 23, 1871.

In presenting the annual report for the fiscal year ending December 31, 1870, it affords us pleasure to refer you to the accompanying statements showing the steady growth and increasing prosperity of the Northwestern Mutual Life-Insurance Company, now just entering upon the thirteenth year of its corporate existence.

The low mortality record for the past preceeding years evidences skill and care in the selection of the lives insured, while the reserve-fund of the company, (4 per cent. actuaries,) the highest security
1229 known to any American company, safely invested, places the Northwestern, with its reduced expenses, upon an impregnable basis of security, and guarantees to its members a reliable and permanent fund for those whom they designed to benefit and protect.

At this time when disaster, the legitimate result of mismanagement and abuse, is overtaking some of the insurance companies of the country, it is especially gratifying to call attention to this company's strength and security.

The insurance commissioner of Massachusetts, in his report of 1870, says: The computed reserve or accumulated fund of the company is the best and safest test of its soundness, and the most promising element of its future stability and strength.

There have been paid during the year two hundred and forty-three policies upon two hundred and thirty-two lives, covering four hundred and seventy-seven thousand eighty-five dollars and eleven
1230 cents of insurance. The ratio of loss to the mean amount at risk is but seventy-six one-hundredths of one per cent. Of the twenty companies organized before the year 1860, and reporting to the Massachusetts insurance commissioner in 1870, among which this company is included, the average ratio of loss to the mean amount in-

sured is a fraction (3-20ths) less than ninety-five one-hundredths, leaving a balance in our favor of nineteen one-hundredths below the average per cent. shown by the reports above named.

The total assets of the company now sum up $8,991,766.48. There has been invested during the past year in bonds secured by mortgage upon real estate worth from two to five times the amount loaned thereon, about one million four hundred thousand dollars at ten per cent. interest.

This class of securities bears such important relation to the interests of the policy-holders, we would, for their information, briefly
1231 state that these loans are made only under the careful supervision and unanimous action of the executive committee of the company.

The investments are unquestionable, in proof of which we again report that up to this time the company has not lost a single dollar of either principal or interest. In the present prosperous and satisfactory condition of our company it is due that we should make public acknowledgment of the activity and energy of our agents, and the zealous adherence to, and their ready and hearty co-operation with, the management in the furtherance of the company's interest.

We invite the attention of the members of the company to the following synopsis of its business, which gives evidence that the security this company offers to its policy-holders is equal to that of any company in the land, relatively strong as the strongest, and deserv-
1232 ing the full confidence of its members, and the patronage of the community at large.

JOHN H. VAN DYKE,
HEBER SMITH,
C. F. ILSLEY,
D. FERGUSON,
J. A. DUTCHER,
Executive Committee.

1233 *Annual statement, January 1st, 1871.*

Net assets January 1, 1870		$5,782,070 95
RECEIPTS.		
For premiums	$3,209,662 71	
For interest	460,707 36	
		3,670,370 07
		$9,452,441 02
DISBURSEMENTS.		
Claims by death	477,085 11	
Surrendered and lapsed policies	297,676 86	
Dividends	16,062 27	
Taxes	41,613 61	
Commissions, agents' salaries, and expenses	358,814 57	
Exchange and postage	14,342 72	
Medical examinations	17,309 80	
Salaries officers, clerks, executive committee, etc	67,630 68	

Advertising	14,182 54	
Printing and stationery	9,486 64	
General expenses, trustees, law, rent, including balance profit and loss	20,285 37	
		1,334,490 17
Net assets January 1, 1871		$8,117,950 85
1234 Accrued interest on loans on bonds and mortgages	$74,853 05	
Accrued interest on premium notes	120,138 22	
Premium on Government bonds	9,990 00	
Deferred premiums	272,956 56	
New premiums on policies issued in November and December, 1870	119,023 61	
Renewed premiums, principally collections for December	276,944 19	
		873,815 63
Total assets January 1, 1871		$8,991,766 48
Invested as follows:		
Cash on hand and in bank	$27,473 74	
Loans on bond and mortgage	3,795,285 16	
U. S. registered bonds, (market value)	129,900 00	
Premium notes	3,744,568 05	
Bills receivable	29,527 14	
Real estate	315,204 89	
Office furniture	5,555 52	
Balance in hands of agents	80,336 35	
Accrued interest as above	194,991 27	
1235 Deferred premiums	272,956 56	
New premiums as above	119,023 61	
Renewal premiums as above	276,944 19	
		8,991,766 48

Ratio of expenses to receipts 14.81 per cent.

Exhibit No. 17 continued.

1236 NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY.

TRUSTEES.—John H. Van Dyke, president, Milwaukee; Heber Smith, vice-president, Milwaukee; David Ferguson, cash. W. M. & F. Ins. Co. Bank, Milwaukee; Charles D. Nash, president National Exchange Bank, Milwaukee; Henry L. Palmer, Palmer, Hooker & Pitkin, Milwaukee; John Plankinton, Plankinton & Armour, Milwaukee; S. S. Merrill, gen'l manager M. & St. P. R'y, Milwaukee; Guido Pfister, G. Pfister & Co., tanners, Milwaukee; Erastus B. Wolcott, surgeon-general of Wisconsin, Milwaukee; Edwin Hyde, contractor, Milwaukee;
1237 O. E. Britt, gen. freight ag't M. & St. P. R'y, Milwaukee; Emil Schandein, brewer, Milwaukee; George Burnham, manufacturer, Milwaukee; Matthew Keenan, capitalist, Milwaukee; William E. Smith, ex State treasurer of Wisconsin, Milwaukee; F. H. Terry, merchant, Milwaukee; C. L. Williams, dealer in agr'l implem'ts, Madison, Wis.; [picture, home office, Milwaukee, Wis.] Anson P. Waterman, hardware merchant, Beloit, Wis.; Anton Klaus, merchant, Green Bay, Wis.; John H.
1238 Rountree, real estate agent, Platteville, Wis.; John J. R. Pease, lawyer and capitalist, Janesville, Wis.; Jerome I. Case, threshing-

machine manfr., Racine, Wis.; C. B. Skinner, attorney, Watertown, Wis.; James M. Gillet, attorney, Fond du Lac, Wis.; George F. Davis, G. F. Davis & Co., Cincinnatti; Charles Scheffer, ex State treasurer, St. Paul; J. W. Cattell, ex auditor of State, Des Moines, Iowa; John F. Dillon, judge U. S. circuit court, Davenport, Iowa; David J. Brewer, judge supreme court, Leavenworth, Kas.; Joseph Doniphan, judge of
1239 court of chancery, Augusta, Ky.; Benjamin R. Cowen, Ass't Sec'y of Interior, Washington, D. C.; Edward King, sec'y & treas. Ind. & St. L. R'y, Indianapolis; Dwight Durkee, pres't Valley National Bank, St. Louis; C. G. Davison, president City R'y, Louisville, Ky.; N. M. Jones, merchant, Memphis, Tenn.

OFFICERS.—John H. Van Dyke, president; Heber Smith, vice-president; Emory McClintock, actuary; Willard Merrill, secretary; L. McKnight, M. D., med. exmr.; C. D. Nash, treasurer.

EXECUTIVE COMMITTEE.—John H. Van Dyke, Heber Smith, David Ferguson, H. L. Palmer, Matt. Keenan.

1240 2. *Statement of business for* 1872.—*Annual statement, January* 1, 1873.

INCOME.

For premiums	$2,939,597 06	
For interest	746,539 14	
For rent	9,108 28	
Total income		$3,695,064 48

DISBURSEMENTS.

Claims by death	$581,986 79	
Matured endowment	400 00	
Surrendered and lapsed policies	434,342 80	
Dividends to policy-holders	449,371 57	
Total payments to policy-holders	$1,466,101 16	
Taxes	37,495 47	
Commissions, agents' expenses and salaries	299,400 96	
Medical examinations	19,007 75	
Salaries, officers, clerks and executive committee	76,541 09	
Advertising, printing and stationery	27,072 25	
Exchange and postage	16,193 05	
General expenses, law building, trustees, &c	24,371 27	
Total disbursements		$1,966,183 00

1241 ASSETS.

Loans on bond and mortgage	$6,490,545 13	
Premium notes	4,296,063 51	
Loans on policies assigned to the company	741 35	
Real estate	319,252 87	
U. S. bonds, market value	173,925 00	
Cash on hand and in bank	149,121 49	
Accrued interest	362,715 57	

Accrued rent	1,941 66	
Ledger balances	67,817 86	
Office furniture	5,000 00	
Bills receivable	11,898 92	
Deferred premiums, semi-annual and quarterly	245,323 08	
New prem's on policies not reptd.	43,002 57	
Renewal premiums not reported, principally Dec. collections	267,178 70	
Total assets		$12,434,527 71

LIABILITIES.

Losses not yet due	$67,715 19	
Dividends unpaid	6,159 60	
Accrued commissions	5,000 00	
Reserved, (actuaries 4 per cent.)	$10,830,967 00	
Total liabilities		$10,909,841 79
Surplus		$1,524,685 92

1242 NEW POLICIES.

The new policies issued during the year 1872 in the several fields of the company's operations are as follows:

States.	No.	Amount.	Premium.
Wisconsin	932	$1,376,731	56,568 96
Indiana	822	2,222,593	79,283 98
Minnesota	511	758,251	32,820 79
Illinois	508	1,432,454	53,568 25
New York	434	1,072,379	36,570 75
Ohio	375	737,381	28,281 96
Pennsylvania	339	938,790	39,626 58
Iowa	312	668,728	25,905 08
Michigan	278	406,100	20,088 10
Missouri	218	718,405	26,394 88
Kentucky	167	448,796	15,568 19
Canada	134	199,700	8,646 97
California	116	340,161	13,950 50
Kansas	115	345,048	14,238 47
Massachusetts	112	408,237	16,380 32
Tennessee	74	256,555	9,393 28
New Jersey	47	89,160	2,819 80
Nebraska	41	96,500	3,827 53
Alabama	39	115,235	4,463 67
Colorado	38	132,000	5,692 10
Nevada	28	67,675	4,176 54
Maryland	27	78,633	3,861 24
1243 Georgia	25	87,267	4,360 77
Arkansas	24	82,000	3,193 83
District of Columbia	22	44,000	1,994 71
Maine	10	23,000	668 22
West Virginia	8	13,000	743 90
P. E. Island	8	10,500	270 56
Newfoundland	6	9,000	239 99
Oregon	2	18,000	673 24
Totals	5,772	$13,196,279	$514,273 16

KINDS OF POLICIES.

The following table shows the kinds of policies issued:

Kind.	No. of policies.	Amount insured.
Life	3,840	$9,552,825
Limited-payment life	611	1,415,000
Paid-up life	43	29,733
Endowments	605	1,151,125
Limited payment endowments	177	270,200
Paid-up endowments	27	7,896
Deposit policies	286	391,000
Term policies	8	59,000
Joint life policies	175	319,500
Total	5,772	$13,196,279

Assets January, 1873, $12,500,000.00.

1244 3. *Statement of business for* 1872—*losses paid during the year.*

325 losses, amounting to $581,986.79, (including 44 losses, amounting to $98,906.12, carried over from 1871,) were paid in 1872, as follows:

Month.	No.	Amount.
January	49	$86,278 01
February	24	44,216 55
March	21	37,600 00
April	13	27,910 67
May	33	73,166 50
June	27	44,081 01
July	22	36,100 00
August	13	20,500 00
September	6	17,200 00
October	31	41,934 05
November	42	81,600 00
December	44	71,400 00
Total	325	$581,986 79

Leaving 22 policies, amounting to $67,700.00, to be disposed of in 1873.

1245 LOSSES BY DEATH.

The total number of policies reported terminated by death during the year 1872, was 301
Aggregate amount $550,329 24
Average amount 1,828 03

Proofs of loss came in as follows:

Month.	No.	Amount.
January	20	$37,400 00
February	29	56,528 27
March	24	43,700 00
April	23	43,900 00
May	22	41,789 40
June	24	53,862 33
July	22	45,300 00
August	28	40,100 00
September	22	28,934 05
October	33	72,100 00
November	24	40,115 19
December	30	46,600 00
Total	301	$550,329 24

1246 *Amounts paid for losses in the different States since the organization of company.*

State.	Amount.
Wisconsin	$778,993 72
Illinois	263,788 45
Indiana	253,464 96
Ohio	195,889 81
Minnesota	179,432 79
Tennessee	161,500 00
Iowa	160,239 45
California	126,628 27
Missouri	110,500 00
Michigan	98,200 00
Alabama	89,100 00
Pennsylvania	74,300 00
Kentucky	62,750 00
New York	51,500 00
Mississippi	48,500 00
Kansas	37,200 00
Nebraska	28,500 00
Massachusetts	24,000 00
New Jersey	20,500 00
Nevada	19,748 55
Oregon	13,500 00
Colorado	12,200 00
Utah	10,000 00
1247 West Virginia	7,000 00
Hawaiian Islands	6,000 00
Arkansas	5,000 00
Maines	5,000 00
South Carolina	5,000 00
Washington Territory	5,000 00
Georgia	4,000 00
Florida	3,400 00
Vermont	3,000 00
Virginia	2,000 00
Connecticut	1,028 03
Texas	1,000 00

Maryland	1,000 00
Montana Territory	1,000 00
Canada	1,000 00
Total	$2,870,864 03

This large amount has not gone into the hands of capitalists, but has been paid directly to the widows and orphans at the time they most needed assistance, and has in many cases been all that was left to preserve the broken household from separation and from charity.

Income, 1872, $3,695,064.48.

1248 4. STATEMENT OF BUSINESS FOR 1872.

Statement of death-losses paid and interest received since organization.

Year ending—	No. of losses.	Amount paid thereon.	Interest receipts.
June 1st, 1860	2	$3,500 00	$322 70
" 1861	4	6,500 00	1,346 74
" 1862	5	6,800 00	3,201 75
" 1863	12	19,200 00	5,654 77
" 1864	19	25,500 00	11,360 83
" 1865	45	55,650 65	18,615 24
*Jan. 1st, 1866	35	40,575 95	15,223 83
" 1867	75	107,463 31	71,352 94
" 1868	106	180,725 37	120,526 99
" 1869	175	326,413 02	194,996 38
" 1870	188	433,442 89	310,282 64
" 1871	245	477,085 11	460,707 36
" 1872	283	606,020 94	659,045 85
" 1873	323	581,986 79	755,467 42
Total	1,517	$2,870,864 03	$2,621,805 44

*7 months.

1249 *Statement showing growth of the company since organization.*

Year ending—	Policies in force.	Am't insured thereby.	Assets at end of year.
*June 1st, 1859	137	408,800 00	9,334 52
" 1860	414	962,100 00	25,494 06
" 1861	785	1,544,000 00	55,031 01
" 1862	1,584	2,370,650 00	103,695 37
" 1863	2,285	3,076,150 00	162,257 82
" 1864	4,766	5,902,150 00	275,585 21
" 1865	8,125	11,217,155 00	593,461 84
†Jan. 1st, 1866	10,749	15,041,082 00	906,420 22
" 1867	14,799	22,517,043 35	1,748,759 14
" 1868	21,380	36,539,332 53	3,141,726 12
" 1869	27,887	50,039,744 97	4,755,418 57
" 1870	31,816	59,608,674 63	6,757 532 36
" 1871	35,107	65,186,706 98	8,991,766 48
" 1872	34,349	62,425,187 00	10,658,169 80
" 1873	35,207	64,182,874 00	12,434,527 71

* The fiscal year ending June 1st, 1859, was only half a year.

† The fiscal year ending January 1st, 1866, was only seven-twelfths of a year.

1250 LOANS.

The number of loans made during the year was 639
Amounting to $2,300,891 13

Secured by first mortgages on real-estate security valued at:

Land	$5,891,652 00
Buildings	2,367,685 00
	$8,259,337 00

Showing that the company holds three dollars and fifty-eight cents for every dollar loaned during the year.

The amount was distributed as follows:

State.	No. of loans.	Amount.
In Indiana	155	$572,800 00
Wisconsin	117	423,428 63
Illinois	66	344,100 00
Iowa	82	250,200 00
Minnesota	39	164,600 00
Kansas	79	155,800 00
Missouri	42	137,500 00
Kentucky	21	128,000 00
Michigan	17	42,500 00
Ohio	10	40,462 50
Colorado	5	21,000 00
Nebraska	6	20,500 00
Total	639	$2,300,891 13

1251 TOTAL AMOUNT LOANED.

The amount now invested by the company and secured by first mortgage is $6,490,545.13.

On real estate valued at 23,488,131.00.

This sum is distributed in the various States as follows:

In Wisconsin	$2,572,000
Illinois	969,800
Indiana	929,300
Iowa	619,700
Minnesota	448,000
Kansas	272,700
Missouri	208,500
Kentucky	151,500
Michigan	111,000
Ohio	95,500
Georgia	60,000
Colorado	38,000
Nebraska	23,500

☞ The Northwestern holds a four-per-cent. reserve. ☜

1252 *Opinions of the press.*

NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY.

* * We may safely put it down for a fact that the Northwestern Mutual Life-Insurance Company has reason to be proud of the position

it has attained. In view of the opportunity afforded to eastern men to join a pre-eminently solid mutual institution, investing at western rates of interest, it is more than probable that hereafter the business of this company will be even more largely drawn from the East than from the West.—(New York Tribune.)

* * The Northwestern Mutual Life-Insurance Company has always enjoyed the confidence of its policy-holders because it deserves it. * * —(Philadelphia Underwriter.)

1253 * * The Northwestern enjoys special advantages for life-insurance. Located in a section of country where money is in active demand at high rates of interest, it can loan all its surplus funds at ten per cent., and t us accumulate a reserve fully twice or three times as rapidly as any insurance-company in our Eastern States. * * —(New York Independent.)

Amongst the life-insurance companies which have stood the test of time and grown up in popularity and prosperty, the Northwestern Mutual Life-Insurance Company stands pre-eminent. * * These are healthy and promising statistics. Of all investments none requires greater preconsideration than life-insurance; the facts we have epitomized give assurance that the Northwestern is both safe and prompt; there is also additional guarantee that policy-holders are at all times permitted access to the fullest knowledge of the workings of the office and its financial status.—(Irish Democrat.)

1254 * * We have no misgivings regarding the Northwestern Mutual Life-Insurance Co. This company has passed the period of youth and of doubt; it has already taken its place among the foremost institutions of the kind in the land. * * The truth is, the company started to do a good, reliable, safe business. Being composed of practical, sagacious, and trusty men, it has secured co-workers of the same stamp. The company has deserved success and won it.—(The Standard, Chicago.)

* * It is a notable fact that eastern people are appreciating the advantages offered by this company, for its work has been extended into almost every one of the older States, and each one of them has a fine showing of insurance-business with the Northwestern. * * —(Gazette, Little Rock, Arkansas.)

1255 * * One of the best and most desirable life-institutions in the country, and the largest in the West, is the Northwestern Mutual Life-Insurance Co. of this city. Among its board of trustees are men long and favorably known throughout the entire Northwest. The company ranks with the best everywhere, and its high reserve, (four per cent.,) economy in management, high rate of interest realized on its investments, and low rate of mortality enables it to offer to those seeking insurance all the advantages of other companies and some peculiar to itself.—(Milwaukee Sentinel.)

In to-day's issue will be found the annual statement of the Northwestern Mutual Life-Insurance Company. * * For the future the solvency of the various companies offered *are* going to be examined much more closely than formerly, and this company, with its ample assets and four per cent. reserve, offers perfect security to its policy-holders.—(Public Ledger, Memphis, Tenn.)

1256 6. OPINIONS OF THE PRESS.

It is no wonder that the Northwest is proud of this Milwaukee institution, and we frequently note allusions to this favorite company in the Wisconsin and other western papers. * * * It has gained

twelve steps in rank in the last seven years, a progress which indicates great energy, intelligence, and efficiency on the part of its managers.—(Insurance Monitor.)

* * To have accomplished results like these in so brief a space of time, with headquarters in a western city, is certainly a very notable success; and, when we take into consideration the perfectly healthful condition of the company, its capacity to do a much heavier business, its growing popularity which must certainly bring that business, its far-reaching and excellent agency-system, it is impossible to escape the conclusion that present figures and results are, however notable, only suggestive of grander results to be.—(American Builder.)

1257 There is no business-institution of this State which has made so rapid and solid progress as the Northwestern Mutual Life-Insurance Company. The hearty home-endorsement of the company is largely due to the known high character and undoubted integrity of its principal officers and business-managers. * *—(Morning Leader, La Crosse, Wis.)

* * It is gratifying to know that we have an institution in the West which draws money from the East, thus in a measure counteracting the evil effects of the many vast drains upon the West. This is not by far the largest moneyed institution in the western States, and its beneficent effects are being materially felt. * *—(Winona Republican.)

1258 The record in black and white of the Northwestern Mutual is most flattering, and the thousands of readers of the Advance throughout the Northwest will be interested in reading it. * * This would go to show the ratio of expense to be very low, and is another proof of careful and skillful management.—(The Advance, Chicago.)

An examination of the last annual statement of the Northwestern Mutual Life-insurance Co. of Milwaukee, Wisconsin, now doing business in nearly every State and Territory of the Union, proves that this institution has a sound, solid basis, and presents many advantages to the insuring public. No matter what point of comparison be selected, the company stands as favorably as the average of our best eastern companies, while it possesses some excellencies peculiar to itself.—(New York Tribune.)

1259 * * The career of the Northwestern Mutual Life-Insurance Co. has been a splendid one hitherto, and the promise for the future seems to be still more flattering.—(Fond du Lac Commonwealth.)

* * No company in the country has equaled it in its rate of progress. It combines safety with large returns from its investments to a degree that has attracted to it general attention. The company is a strictly mutual one and deals most liberally with its members.—(Boston Saturday Evening Gazette.)

In to-day's issue will be found the statement of the condition of the Northwestern Mutual Life-Insurance Co. This company stands in the front rank of life-insurance companies, and has the highest reserve known to American companies, and offers perfect security to its policy-holders.—(Nashville Union and American.)

1260 7. OPINIONS OF THE PRESS.

* * The only thing for an uninsured person to know now is the proper company with which to insure. We can answer, if you insure with the Northwestern Mutual Life of Milwaukee you are all right, and have done as well as you can.—(Central West.)

* * Such progress is truly remarkable. The question is naturally suggested, what has made it grow so rapidly, become so powerful, and

command such general confidence? One reason, no doubt, is its being located where legal interest is ten per cent. and where landed securities, (the only securities it takes for its loans,) as shown by the United States Census report, has doubled in value every ten years for the last thirty years. * * —(Atlanta (Georgia) Sun.)

1261 * * The Northwestern Mutual Life is now fifteen years old, and certainly presents a fine record of progress and success. * * The record of the Northwestern for honorable dealing with its members is clear at all points where it has extended its business, and the company has had the good fortune to always secure honorable, well-accredited men for its executive management at home. * * —(New York Underwriter.)

We have examined the reports of this company for several years, and they are so uniformly encouraging and hopefully progressive that we begin to settle down to the conclusion that it is one of the best institutions of the kind in the United States. * * —(Chicago Journal of Commerce.)

1262 * * The above statements show that the management of the company and its funds have been judicious. Their magnificent building, located on a well-chosen corner in the city, erected by the officers in charge, is a judicious and paying investment; a worthy abiding-place for the home of so noble an institution. * * —(Correspondence of the St. Louis Western Com. Gazette.)

* * With such men to manage its affairs, the unprecedented growth and success of the Northwestern ceases to be a wonder. Add to this the fact (which many officers of companies could learn a profitable lesson from) that all the officers are accessible to any one calling on business or for information; that each visitor is sure of immediate attention and courteous treatment, and the future of the company under the present administration is a certainty and the place of the Northwestern Mutual Life in the very front rank of American life-insurance companies is assured.—(Herald, Chicago.)

1263 * * These are figures whose magnitude not only accredits the Northwestern with a remarkably energetic management, but rea'ly reflects credit upon the great West. * * Under the circumstances, therefore, Wisconsin not only, but the entire West, may reasonably take pride in this now leading institution. Nor has this remarkable progress and vigor of administration been characterized by anything like rashness or extravagance. The gain has been steady and substantial, and in directions calculated to stimulate the confidence of the general public.—(Spectator, New York.)

We would call attention to the statement of the Northwestern Mutual Life-Insurance Company. The Northwestern is one of the best companies in the country in every respect.—(Daily Times, Chattanooga, Tenn.)

1264 The Northwestern Mutual Life is preparing for an active canvass during the coming summer and fall. The Northwestern is a "number one" company, and we desire to see it succeed. For economy and judicious management, as well as for strength and vitality, we can recommend this institution as being equal to the best. * * —(Coast Review, San Francisco.)

Economical management, judicious investments, and a careful selection of risks are characteristics of the officials of this strong and conservative company. * * Few, if any, of our life-companies make as satisfactory an exhibit of the preceeding year's business. * *—(Western Ins. Review, St. Louis.)

1265 * * The splendid advantages enjoyed by the Northwestern Mutual Life, without parallel in the business of life insurance, have been diligently and prudently cultivated by its officers. * * It accordingly appears that the great Northwest possesses a life-insurance institution that for system, safety, profit, and excellent management, equals any other in the world.—(Insurance Times.)

1266 *Aims and claims of the Northwestern Mutual Life-Insurance Company.*

AIMS.

The Northwestern Mutual Life-Insurance Company intends and expects to become, at no distant period, the strongest, most prominent, and most popular life-insurance company in the world, and the one furnishing the cheapest insurance to its members. The twentieth company in America in 1865, the eleventh in 1869, the seventh in 1872, this expectation cannot be regarded as unduly presumptuous. To enable life-insurance men to judge understandingly of its prospects, it makes this public statement of its claims.

CLAIMS.

1. The company is purely mutual. There are no stockholders, everything being done by the members and for the members. No officer or agent is remunerated extravagantly, and "perquisites," of all kinds, are absolutely unknown.

1267 2. Its plans of business are liberal and progressive, enabling its agents to compete successfully with those of other companies. At the same time no necessary safeguard is omitted or abandoned. All policies contain the non-forfeiture clause, and the new deposit-policies, at low rates, have endorsed upon them in plain figures the amounts payable in case of surrender. (See publications.)

3. It is a successful company. Commencing business in 1858, it stands seventh in regard to membership, (35,000,) accumulated assets, ($12,500,000,) and officially-estimated surplus, ($1,800,000.) In the year 1872, its receipts for interest ($746,359.14) would alone much more than pay its losses by death, ($550,329.24,) without having to touch its premium-receipts. It is larger than any other company, except three in New York, two in Hartford, and one in Newark.

4. It affords security unequalled. The mere magnitude of the business of a company does not, of course, form a complete guarantee

1268 of its ultimate solvency. A company having $1,000,000 of assets might have $1,100,000,000 of liabilities. Security depends on only one thing, (apart, of course, from careful selection of risks and an adequate scale of premiums:) the maintenance of an ample reserve-fund. The reserve held by the Northwestern was formerly on the ordinary legal basis; but, by passing one year's dividend, the company placed itself, in 1870, on an equality with the strongest in the country. Its present basis of reserve (actuaries' 4 per cent.) has been maintained by not much more than one in ten of the American companies—by no other company, indeed, west of New England. The best of New York companies follow the American table, at either 4 or 4½ per cent. interest, in either case falling short of the Massachusetts standard. Along with this unsurpassed standard, it has an unsurpassed experience, as regards both mortality and interest on investments. The margin between the 4 per cent. standard and western rates of interest forms a source of security unparalleled in the history of life insurance.

1269 The company has millions of dollars invested on bonds and mort-

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1269 The company has millions of dollars invested on bonds and mort-

gages, (on lands worth three times the amount loaned,) at 10 per cent. interest, and has never lost one dollar of either principal or interest.

5. It affords cheap insurance. Its current results, in reserve and return of surplus, are surpassed, it is believed, by only four or five companies in the world; and in one or two of these cases its competitors are enabled, even now, to excel it in this respect only by reason of certain liberal, yet vastly profitable, features discarded by the Northwestern. That it will go on gaining upon its few remaining competitors, seems manifest when it is remarked that its current rate of interest is higher, and rate of mortality, for ten years last past, lower, than that of any other leading company. Its scale of expenses (about one-seventh of premium receipts) is, as yet, larger than those of certain older companies, owing to the great proportion of new business on its list of policies; but this scale is lower than that of any younger company.

1270 6. Finally, the agents attached to the company are not only good men, but stay permanently by it and by each other. The esprit de corps, fostered by the periodical meetings of the agents to compare notes and make plans for the future, is one of the most hopeful signs of all that have been referred to.

☞ A WORD TO UNEMPLOYED OR DISSATISFIED LIFE AGENTS.—If you have read the foregoing, and then compared the official reports, and have persuaded yourself that any other company offers a better future, go and join it. If you find, on the other hand, that the foregoing statements are not exaggerated, go or write at once either to the State agent or to the home-office of the Northwestern Mutual Life-Insurance Company, Milwaukee.

Exhibit A No. 17—continued.

1271 NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY.

GENTLEMEN: I desire to obtain from your company a loan of dollars for years from , 187 , upon bond and mortgage of the property herein mentioned, situated in , in the county of , and State of , the exact position of which is marked on the accompanying diagram, and which is described in the recorded deeds of conveyance as follows, to wit: [Exhibit No. 18. J. H. Van Dyke's dep., cr.-int. 30, page 40. Fr. Bloodgood, commr.]

BUILDINGS. Describe them, stating when built, their size, and whether of stone, brick, or wood, and for what purpose they are now used.

Cash value of the real estate without the buildings.... $
Cash value of the buildings..... $

Total..... $

1272 The answers to the following questions are given by the subscriber, and are full and correct.

CITY. If the property is in the country, these questions need not be answered.

What is the size of the lot, front, depth, &c.?
On what street and between what two streets is its frontage?
What is the value of the ground per front foot?
What is the population of the city?
What is the acknowledged indebtedness of the city?
What is the contingent indebtedness of the city?
What is the assessed value of the city?

COUNTRY. If the property is in the city, these questions need not be answered.

What is the number of acres?
How many acres under fence, and how fenced?
How many acres are under cultivation?
What is the character of the land not cultivated?
What is the distance to the nearest town, and name and size of town?
What is the distance to railroad, and name of railroad?
What is the cash value of the land per acre?

1273 The following questions are to be answered in every case:
By whom and for what is the property and the buildings occupied or used?
What is its annual rental?
On what portion of the premises are the buildings situated?
For what amount are the buildings insured, and in what company?
Is any building in process of erection on these premises or contracted for?
Are there any mortgages, judgments, liens, or other incumbrances on this property? If so, give dates, to whom, and for what amounts.
In whom is the recorded title, and is it perfect of record?
What is the assessed value of this property for taxation, as per last assessment-roll?

1274 What is the amount of the last annual tax on said assessment?
What is the acknowledged indebtedness of the county proper?
What is the contingent indebtedness of the county proper?
What is the assessed value of the county proper?
What is the acknowledged indebtedness of the township proper?
What is the contingent indebtedness of the township proper?
What is the assessed value of the township proper?
Are you married? If so, state wife's name in full.
What is your post-office address?
Is your life insured in this company at this date? If so, state number and amount of policy.

1275 It is understood, in making this application, that no commissions for procuring or facilitating loans from this company are allowed to any one, but that the necessary expenses, including the charges of counsel for examining titles and preparing securities, (not exceeding the usual charges for similar services,) are to be paid by the borrower. Also that a completed and acceptable abstract, and such other evidences of title as may be necessary, are to be furnished by the borrower at his expense.

(Signed) (Name in full)

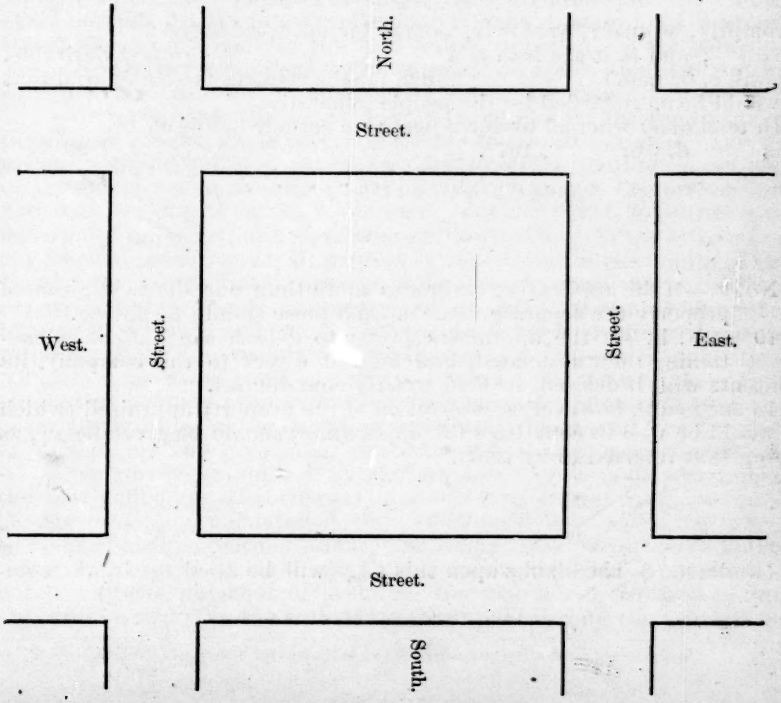
Dated, , 187 .

COUNTY PROPERTY.—Mark location on this diagram.

6	5	4	3	2	1
7	8	9	10	11	12
18	17	16	15	14	13
19	20	21	22	23	24
30	29	28	27	26	25
31	32	33	34	35	36

Township No.——.
Range No.——.

CITY PROPERTY.—Mark location on this diagram.



1277 APPRAISAL OF PROPERTY.

To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, hereby certify that we are all well acquainted with the value of the real property in ; that we have carefully appraised the real estate described

(insert "in the foregoing application," or "herewith below," as the case may be,) ; and that, in our judgment, the cash market value of the ground, exclusive of buildings, is dollars, ($;) (insert the amount in words,) and that the cash value of the building is dollars, ($;) making a total value of dollars, ($.) We also state that the condition of the property is truly set forth by the applicant in his accompanying statements; that his answers to the questions contained therein are true, as we verily believe; and that the property is so situated with reference to the best position for (business, residence, or farming) in that locality; that it

1278 (insert will or will not) be likely to depreciate in value in the future.

We, too, are well acquainted with the credit, reliability, and business promptness of , who proposes to get a loan from your company of $ on the property herewith appraised, and state that (his or their) credit is (insert "good, fair, or poor" as may be true,) and we believe that (insert he or they) will pay the interest

(promptly, leisurely, or slowly, as may be most probable,) ; and that the loan is a (insert desirable, tolerable, or poor) one for the company to make, and that it would be so regarded by the people generally.

In testimony whereof we have hereunto set our hands at this day of , 187 .

NOTE.—If the application embraces more than one distinct piece of property the separate value of each piece should be shown.

1279 N. B.—If the appraisers prefer to detach the half-sheet containing their statement, and mail it direct to the company, its contents will, if desired, be held strictly confidential.

In such case, however, a description of the property appraised (which it would be well to copy from the application) should be given below, as being that referred to by them.

(Endorsed:) The blanks upon this page will be filled up by the company.

APPLICATION FOR LOAN FROM THE NORTHWESTERN MUTUAL LIFE-INSURANCE CO.

Amount		$
Time		
When wanted		
Property		
Referees' valuation of land		$
Referees' valuation of buildings		$
Total		$
Insurance on building		$
Voted	187	
Declined	187	

1280 STATE AGENT'S CONTRACT. *

This agreement made the *twenty-fourth* day of *October*, A. D. 1866, between *Isaac T. Martin*, of *Davenport* in *Scott* County, *Iowa*, and the Northwestern Mutual Life-Insurance Company, witnesseth:

That the said *Isaac T. Martin* has been appointed agent of said company, to have charge of the work, solicit application' and collect premiums for insurance in the district comprising the following territory, to wit, *the States of Iowa and Nebraska*, with power to appoint agents and examining physicians, subject to the approval of the company; that the said *I. T. Martin is* to receive, *as* full pay for such services and work and for all expenses, *including advertising*, of procuring applications and collecting and remitting the first year's premiums, except medical examinations, canvassing supplies, legal taxes, postage, and exchange *twenty-five* (25) per cent. of the first year's premium on the policy, except extra premiums, the commission on which shall be two and
1281 one-half per cent. in all cases for every year except as hereinafter otherwise provided, and except premiums on full-paid policies, (i. e. for which the whole premium for life is paid at one time,) and five annual premium policies, the commission on which shall be 25 per cent. of the amount of one annual premium on a ten-year policy for the same age, and 7½ per cent on the remainder; that the said I. T. Martin shall be entitled to collect, and shall and will faithfully and diligently collect the renewal premiums on all policies obtained within the limits of said agency, for which last-mentioned collections *he* shall *receive seven & one-half* per cent. of such renewal premiums, while *he* retains *his* agency, but not longer, as to any policy, than the person thereby assured remains resident within the territory of such agency. In case of substituted policies of increased insurance on the same person, (the increase being effected by changing the policy, the premiums on which have been paid in cash into a larger policy, the premiums of which are to *to* be
1282 paid on the note plan, the old policy being surrendered, and its surrender applied to the payment of a cash premium on the new policy,) or of increased premiums resulting from any other change of policy, commission will be allowed only upon the actual amount of the increase of annual premiums received by the company.

For the purpose of estimating the amount of commission retainable out of any one payment of premium the amount of the loan-note, if any, will be added to the sum of the cash paid during the year. Then

* In this exhibit the words underscored or italicised are written in the original.

if the cash of the premium is payable semi-annually, commission will be allowed semi-annually upon half the whole sum so obtained—that is, upon *the* semi-annual cash part and upon one-half of the note, if any. If the cash part of the premium is payable quarterly, commission will be allowed quarterly on one-quarter of the sum so obtained—that is, upon the quarter cash part and on one-quarter the amount of the note. Thus, a premium for the year consisting of a note of $14.41 and $8.81, payable semi-annually in cash amounts to $32.03. At first semi-
1283 annual payment, commission on $16.01 only. At second semi-annual payment retain commission on the remaining $16.02. Except in the matter above illustrated as to the loan-note, if any, or the one-half or one-quarter thereof, commission will *in* no case be allowed upon any part of a premium before the same part is collected and paid over to the company.

Said *I. T. Martin* agrees, as soon as consistent, to employ a sufficient number of agents, at *his* own expense, to thoroughly canvass the entire field mentioned in this contract, receiving the commission on *their* work as above, and being responsible for all business done by *them*, and, for the greater security of the above agency, also agreed to take in the name of the company good and sufficient bonds of each agent so employed.

It is understood and agreed that the commission on first year's premiums, as stated above, is to continue during the first five years of this contract, and the commission on last five (5) *years to be the same as this company is at that time making new contracts with State agents.*

1284 In consideration of the above, the said agent will devote *his* entire time, energy, and ability to soliciting applications, collecting premiums, and otherwise promoting the interests of the company. *He* will comply with the rules of the company, and make reports of each month's business to the *secretary*, on or before the fifteenth day of the following month, enclosing cash enough to balance such report; and also make reports of his progress, success, &c., to the general agent.

This contract is for the term of ten years *from date hereof*, but can be closed by either party at the end of *three* (3) months, after giving the other party notice of a desire to do so, if for good and sufficient reasons. If the reasons are not satisfactory, either party has the right to have questions submitted to *three* referees chosen in the usual manner, whose action shall be final.

He will not do business for any other insurance company so long as he continues to act as agent of the aforesaid company. And it is further understood and agreed, that upon the discontinuance of *his*
1285 agency in any way, all interest of said agent in this contract in commissions or premiums shall revert back to the company, except upon the deferred semi-annual and quarterly premiums on first year's business, unless it is otherwise specially agreed.

(Signed) I. T. MARTIN.
(Signed) HEBER SMITH,
Gen'l Agt.

[5-cent internal-revenue stamp.]

This contract, although dated Oct. 1st, 1866, is not to change or effect in any way the rate of commission received by him between Oct. 1, 1866, and June 1, 1867.

(*Signed*) *HEBER SMITH.*

Exhibit No. 19, Fr. Bloodgood, comr.

1286 To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: I desire to obtain from your company a loan of $1,000 for five years, from Dec. 1st, 1870, upon bond and mortgage of the following-described property, 3 acres of land situated adjoining Cedar Rapids City, in the county of Linn and State of Iowa, viz,* described as follows: Commencing at the S. W. corner of the piece or parcel of land now owned by W. W. & M. A. Higley, & running south 21 degrees west $4\frac{50}{100}$ chains to the center of the Mount Vernon road; thence south 74° *degrees* east $5\frac{29}{100}$ chains along the center of the said Mount Vernon road; thence north 7° *degrees* east $5\frac{60}{100}$ chains; thencewest $4\frac{7}{100}$ chains to the place of beginning, in sect. No. 22, township No. 83, range No. 7 west.

BUILDINGS.—Frame dwelling, 26 by 16 feet, with an ell 12 by 12 feet.

Cash value of the real egate, without buildings	$2,500
Cash value of building	1,200
Total	$3,700

The building will be insured for (if loan is granted) $1,000.

1287 My life is insured in your company for $1,000.
My wife's name is Mary Jane Craig.

Cedar Rapids, Nov'r 15, 1870.

(Signed) JAMES P. CRAIG. (Name in full.)

Post-office address, Cedar Rapids, Iowa.

J. H. Van Dyke's dep., cr.-int. 50, page 158. Exhibit No. 20. Fr. Bloodgood, comr.

1288 To the executive committee of the Northwestern Mutual Life-Insurance Company.

GENTLEMEN: We, the undersigned, residents of Cedar Rapids, State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property as follows:

De'cription of property.

3 acres of land just outside of city limits of city of Cedar Rapids, Iowa, described in deed as follows: Commencing at the S. W. corner of the piece or parcel of land now owned by W. W. & M. A. Higley, & running S. 21 deg. W. $4\frac{50}{100}$ chains to the center of the Mount Vernon road; thence south 74 deg. east $5\frac{29}{100}$ chains along the center of the said Mount Vornon road; thence west 7 deg. E. $5\frac{60}{100}$ chains; thence W. 4° $\frac{7}{100}$ chains, to the place of the beginning, in sec. 22, town. 83, range 7 west.

Cash value of the real estate, without buildings	$2,500
Cash value of buildings	1,200
Total	$3,700

We also state that the property is so situate with reference to the best position for business or residence in the place, that it will not be

*Insert a full and complete description of the premises, so as to identify with certainty. Describe by metes and bounds, if necessary to do so. If property is described by lot and block, state the size and feet; in other cases, number of acres. Describe the building, their size, and whether of stone, brick, or wood.

kely to depric'ate in value in the future. (Insert " will " or " will not.") We, too, are well acquainted with the credit, reliability, and business promptness of James P. Craig, residing in Cedar Rapids, proposing to get a loan on the above property, and state that credit is good, and believe that he will pay the interest promptly, and that the loan is
1289 a desirable one for the company to make, and that it would be so regarded by the people generally.

Cedar Rapids, Nov. 15, 1870.

C. W. COPELAND,
Pastor M. E. Church.
H. C. WAILS,
Merchant.
Capitalist.
C. S. BENNETT,
Agt. Farmer Ins. Co.
W. W. WALKER,
Prest. 1st Nat. Bk.

N. B.—As this statement, if desired, will be held strictly confidential, it would be well for the signers to mail it direct to the company. By G.

1290 DAVENPORT, IOWA, *November 24th*, 1870.

J. H. VAN DYKE, *Pres.:*

DEAR SIR: Enclosed herewith please find app. for loan of $1,000 from J. P. Craig, of Cedar Rapids. The property is all that can be desired now as security, and I confidently believe will be worth at least twice the appraised value before the expiration of five years. Also a fire pol. for $1,000 well issued a first-class co. in co.'s favor. Copeland, Brown, and Walker I know were instructed to act in behalf of co. and entirely in its interests. Believe me, they have done so. Presume there is not a man in Linn Co. whose judgment as to the value of property is more reliable than N. B. Brown's. Cedar Rapids something over 7,000 inhabitants, (as I recollect census returns,) and is very rapidly increasing in wealth and population. I unhesitatingly recommend that the loan be granted, funds to be furnished soon as you can, within 60 or 90 days from time of granting it; which please do as early as you can.

Respectfully,

I. T. MARTIN.

J. H. Van Dyke's dep. Exhibit No. 20 continued. Fr. Bloodgood, commr.

(Endorsed:) Copy of J. P. Craig's loan application & appraisal, and of I. T. Martin's letter which accompanied them. Cr. 50, p. 55. J. H. V. Ex. 20.

1291 DAVENPORT, *March 28th*, 1871.

J. H. VAN DYKE, *Pres.:*

DEAR SIR: I hand you app. for loan of $2,000 from Messrs. E. B. and L. Guild, of Boonsboro', Iowa.

By reference to Iowa map you will see the town is situated on the east side of Des Moines River, on N. W. R. R.; is county-seat of Boone County; contains, I should think, from 2,500 to 3,000 inhabitants. In that immediate vicinity is one of the largest coal-fields in the State and large quantities of good timber. On these accounts the county is rap-

idly settling up and improving. Also I may say the face of the county is beautiful and soil unsurpassed. I once heard Bishop Ames say that, in going from the Mississippi River to that place, he was "surfeited with wonder at the beauty of the county naturally."

21—5055—21. Copy of E. B. Guild & L. Guild, app'n for a loan; also copy of the appraisal and copy of I. T. Martin's letter which accompanied the same.

Of the appraisers, I may say Mr. Charles A. Sherman is one of our most judicious and successful bankers; has resided there for several years; has held a pol. in co. for a no. of years. Mr. Wilbur I do not know personally, but he is highly recommended as competent and reliable. Is a lawyer; 32 years old. And both act in the interest of the company entirely.

J. H. Van Dyke's dep., cr. int. 50, p. 55. Cr. 50, p. 55. J. H. V.

Mr. Copeland is now in our employ [Exhibit No. 21. Fr. Blood-
1292 good, commr.] as special agent; has examined the property, and is an excellent judge of values. Mr. Lincoln is a dist. agent recently entered the field; comes very highly recommended. From what I know of the place and the men, I unhesitatingly recommend the loan for at least $1,500, the appraisal value of this lot. Hope loan will be granted. I desire further to say that in a large part of my field money will command from 20 to 30 %, and we are getting large sums from men who are paying these rates.

On this account we ask for loans more frequently than we otherwise would, and hope the ex. com. will favor us with loans to the full amount of cash receipts from the State this year.

Will be glad to have the com. examine our business in comparison with other cos., notwithstanding no dividend, and the fact that all competitors were "going for" us all last year with their might, and considering the labor and difficulty in keeping up business, will assist us so far as they shall see their way clear do so.

Thanking you and other members of ex. com. for liberality towards this agency in the past, I remain,

Your', respectfully,

I. T. MARTIN.

1293 To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: We desire to obtain from your company a loan of $2,000 for three years from May 1st, 1871, upon bond and mortgage of the following-described property, situated in Boonsboro', in the county of Boone and State of Iowa, viz,* the east third of lot 8, block 8, in Boonsboro',

* Insert a full and complete description of the premises, so as to identify them with certainty. Describe by metes & bo'nds, if necessary. If property is described by lot & block, state the size in feet; in other cases, the number of acres. Describe the buildings, their size, and whether stone, brick, or wood.

being corner lot, size one hundred & ten feet deep by twenty-two, (110 x 22) wide.

BUILDINGS.—First & second stories of three story brick buildings, 22 by 75 feet; lower story occupied by applicant, 2nd story for offices.

Cash value of the real estate without buildings	$1, 500
Cash value of buildings	$4, 000
Total	$5, 500
The buildings are insured for	$2, 500
My life (E. B. Guild) is insured in your company for	1, 000

My wife's name is—have no wife.
Boonsboro', March 15, 1871.
(Signed) E. B. & L. GUILD.
Post-office address: Boonsboro', Boone Co., Iowa.
Exhibit No. 21 continued. Fr. Bloodgood, commr.

1294 To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, residents of Boonsboro', Boone Co., State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property as follows:

Description of property.—A three-story brick building, (being one-half of a brick block,) 22 by 75 feet, situated on the east ½ of lot No. 8, block No. 8. The lot being a corner lot, 22 by 110 feet.

Cash value of the real estate without buildings	$1,500
Cash value of buildings	4,000
Total	* 5,500

We also state that the property is so situated with reference to the best position for business or residence in the place; that (insert will or will not) it will not be likely to deprec'ate in value in the future. We, too, are well acquainted with the credit, reliability, and business promptness of E. B. & L. Guild, residing in Boonsboro', Boone Co., Iowa, preposing to get a loan on the above property, and state that (his or their) their credit is good, and believe that they will pay the interest promptly, and that the loan is a desirable one for the company to , and that it would be so regarded by the people generally.

March 15th, 1871.

JAS. RUSH LINCOLN, *Dist. Agt.*
CHARLES A. SHERMAN, *Banker.*
D. L. WILBUR, *Lawyer.*
C. W. COPELAND, *our Special Agt.*

N. B.—As this statement, if desired, will be held strictly confidential, it would be well for the signers to mail it direct to the company.

1295 To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: I desire to obtain from your company a loan of $2,500 or 3,000 for three years from June 1st, 1871, upon bond and mortgage of the following-described property, situated in Cedar Rapids, in the county of Linn, and State of Iowa, viz,† lot (4) four, in block (1) one, city of Cedar Rapids, as the same appear on the recorded plat of said city, 60 by 140 feet.

Buildings.—One agricultural warehouse & sheds adjoining.

* The words "five thousand five hundred" are written across the figures "5,500" in the original.—*Printer.*

† Insert a full and complete description so as to identify them with certainty; describe by metes & bounds if necessary. If property is described by lot & block, state the size in feet, n other cases the number of acres; describe the buildings, their size and whether of stone, brick, or wood.

Cash value of real estate without buildings	$6,500
Cash value of buildings	1,000
Total	7,500

The buildings are insured for $1,000.

Junior partner's life is insured in your company for $3,000. My wife's name is

March 25th, 1871.

(Signed) FRANCIS J. UPTON & CO.

Post office address, Cedar Rapids, Iowa.

$2,000 will be accepted & I recommend that amount.

I. T. MARTIN.

Exhibit No. 22. Fr. Bloodgood, commr.

(On margin:) J. H. Van Dyke dep., cr.-int. 50, pg. 56, 50–56–22.

1296 To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, residents of Cedar Rapids, State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property as follows:

Description of property.—Lot 4 in block 1, city of Cedar Rapids, as the same appears on the recorded plat of said city. Size, 60-140, with agricultural warehouse & sheds thereon.

Cash value of real estate without buildings	$6,500
Cash value of buildings	1,000
Total	7,500

We also state that the property is so situated with reference to the best position for business or residence in the place that it will not be likely to deprec'ate in value in the future.

We, too, are well acquainted with the credit, reliability, and business promptness of F. J. Upton & Co., residing in Cedar Rapids, preposing to get a loan on the above property, and state that their credit is good and believe that they will pay the interest promptly, and that the loan is a desirable one for the company to make, and that it would be so regarded by the people generally.

March 25th, 1871.

W. W. SMITH.
JAS. L. BENER.
W. WALKER.
C. W. COPELAND.

N. B.—As this statement if desired will be held strictly confidential, it would be well for the signer to mail it direct to the company.

1297 DAVENPORT, IOWA, *March 28th*, 1871.

J. H. VAN DYKE, *Pres.:*

DEAR SIR: I have your app. for loan of $2,500 or $3,000, from Mr. Francis J. Upton, of Cedar Rapids. The appraisers are reliable. I have before spoken of Cedar Rapids.

Except Des Moines, it will be the best interior town of the State, is such now. I will be glad to have a loan of $2,000 voted on this app.

Yours, truly, I. T. MARTIN.

[Over.]

P. S.—Lot 4, block 1, city of Cedar Rapids, is well located on one of best business streets. The N. B. Brown property, on which a loan of $5,000 was made some time since, is on same street close by.

The proper' is good, and I have full confidence in judgment of appraisers.

The applicant is a No. 1 man, security good, and I recommend a loan of $2,000 as early as practicable.

Yours, &c., I. T. MARTIN.

(E'dorsed:) Cr. 50, 156 J. H. V., 22. Copy of Francis J. Upton & Co., application for a loan, also copy of the appraisal and copy of I. T. Martin's letter, which accompanied the same. Exhibit No. 22 1298 continued. Fr. Bloodgood, commr.

To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: I desire to obtain from your company a loan of $5,000 for 5 years from June 1st, 1871, upon bond and mortgage of the following-described property, situate in Algona, in the county of Kossuth and State of Iowa, viz: * Lots No. 1-2 in section 11, and the S. E. qr. of the N. W. qr. of section 11, and lot No. 1, section 10, all in township 95 north, of range 29 west, of the 5th P. M., and reservation No. 2 in town plat of Algona, containing 225 17-100 acres; all in one body and all well improved; 100 acres fenced with boards & post fence, the rest with rail fence; all lying contiguous to, and forming part of, town site of Algona.

Buildings.—One barn worth $2,500, size 32-46, stone; my house is just across the road on a town lot. Cash value of real estate without buildings, $17,000; cash value of buildings, $2,500; total, $19,500; the buildings are insured for $1,500.

My life is insured in your company by policy No. for $3,000. Insurance is not contingent on loan and will be kept up in any event. My wife's name is Nancy E. Call. April 15th, 1871.

(Signed) AMBROSE A. CALL.
(Name in full.)

Post-office address, Algona, Kossuth Co., Iowa.

(Indorsed:) Exhibit No .23. Fr. Bloodgood, commr. J. H. Van Dyke's dep., cr. 50, page 56, 50, 56, 23.

1299 To the executive committee of the Northwestern Mutual Life Insurance company:

GENTLEMEN: We, the undersigned, residents of Algona, Kossuth Co. State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property, as follows:

Description of property.—Lots No. 1, 2, in section 11, and the S. E. qr. of the N. W. qr. of section 11, and lot 1 in section 10, and reservation

* Insert a full and complete description of the premises so as to identify them with certainty, describe by metes and bounds, if necessary to do so. If country real estate, describe the conditions & features of the land, and give the number of acres improved, cultivated. If property is described by lot and block, state the size in feet; in other cases the number of acres; describe the buildings, their size, and whether of stone, brick, or wood.

No. 2 in town plat of Algona, all in township 95 north, of range 29 west of the 5th P. M., containing 225 17-100 acres, well improved, and forming part of town-plat of Algona.

Cash value of the real estate, without buildings	$17,000
Cash value of buildings, one fine barn	2,500
Total	19,500

We also state that the property is so situated with reference to the best position for business & farming in that locality, (business, residence, or farming;) that it will not be likely to depreciate in value in the future, (insert will or will not,) but will appreciate. We, too, are well acquainted with the credit, reliability, and business promptness of Ambrose E. Call, residing in Algona, Iowa, proposing to get a loan on the above property, and state that his credit is good, and believe that he will pay the interest promptly, and that the loan is a desirable one for the company to make, and that it would be so regarded by the people generally. April 15, 1871.

J. P. COLBY,
Real Estate Agent.
ASA C. CALL.
O. E. PALMER.

N. B. As this statement, if desired, will be held strictly confidential, it would be well for the signers to mail it to the company.

1300 To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: I desire to obtain from your company a loan of $5,000 for five years, from 1871, upon bond and mortgage of the following-described property, situated in Algona, in the county of Kossuth and State of Iowa, in addition to the property described in my application now on file—lots No. 5, 6, 7, 8—in the town-site of Algona, each lot being 66 x 132 feet, inclosed, & planted to fruit & shrubbery, upon which lots is situated a *buildings* two-story dwelling-house, (frame,) 16 x 25 feet, with two wings, each 13 x 21 feet; also, frame out-house, 16 x 24 feet, one & half stories.

Cash value of the real estate without buildings	$1,000
Cash value of buildings	1,500
Total	$2,500

The buildings are insured for $1,000.
My life is insured in your company by policy No. , for $3,000.
My wife's name is Nancy E. Call. (Name in full.)
Post-office address, Algona, Kossuth Co., Iowa.
Insert a full and complet*ion* of the premises so as to identify with certainty. Describe with metes and bounds if necessary. If country real estate describe the condition and features of the land and give the number of acres improved, cultivated, &c. If property is described by lot and block state the size in feet; in other cases the number of acres. Describe their size and whether of stone, brick, or wood.

Exhibit No. 23—continued. Fr. Bloodgood, commr.

1301 To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, residents of Algona, State of Iowa, are well acquainted with the value of real property in this vicinity, and estimate the cash value of the following-described property as follows:

Description of property.—Lots five, six, seven, eight, in block No. sixty-six, Algona:

Cash value of the real estate without buildings	$1,000
Cash value of buildings	1,500
Total	2,500

We also state that the property is so situated with reference to the (Business, residence, or farming.) best position for residence in that locality that it will not be likely to (Insert will or will not.) depreciate in value in the future.

We, too, are well acquainted with the credit, reliability, and business promptness of Ambrose A. Call, residing in Algona, proposing to get a loan on the above property, and state that his credit is good, and believe (His or their.) that he will pay the interest promptly, and that the loan is a desirable one for the company to make, and that it would be so regarded by the people generally.

Algona, April 22, 1871.

J. P. COLBY,
Real Estate Agent.
O. E. PALMER.
ASA C. CALL.

N. B.—As this statement, if desired, will be held strictly confidential, it will be well for the signers to mail it direct to the company.

1302 APRIL 29TH, 1871.

J. H. VAN DYKE, *Pres.:*

DEAR SIR: I hand you herewith app. of A. A. Call for loan of $5,000. You will see there are two pieces of property offered. His residence is not the farm, but just across a street opposite. The land lying beside the town (see map inclosed) bears a pretty high valuation per acre, and I thought it would be well to have him include his residence. As to the applicant, &c., see letter by Copeland inclosed. I consider the loan an excellent one for co. to make, and recommend it.

I. T. MARTIN.

ALGONA, IOWA, *Apr.* 14, 1871.

MY DEAR MARTIN: I enclose an app. for a loan by Mr. A. E. Call, and hope he may get it. The security is first class. I was over the whole of it, and am satisfied that the valuation is low; in fact, one of the appraisers said to me that the property would sell for $25,000 even in these times.

Mr. Call is a brother of Judge Call, and is one of the solid men of this county; he and his brother are regarded as the leading men
1303 [Exhibit No. 23—continued. Fr. Bloodgood, commr.] of this part of Iowa; either of them is worth $25,000 at least, and this loan I regard as on a par with the Angle loan as to influence, etc. I insured both

the Messrs. Call, as you have seen, and insurance is not contingent on loan at all. They knew nothing of loans when insurance was effected, and in fact I suggested loan myself, because I believe it will do co. much good. The appraisers are men of first-class standing and judgment, & perfectly reliable.

Mr. Colby is the agent here, and I believe he is going to make a first-class one; wish he would take a district; would not hesitate to give it to him at notice; he stands high here, and will serve in some good app's very soon; at least ½ doz. men told me they would insure with him within a month, and the best men of the town at that. He felt as though he had a good business talked up, and seemed a little sensitive about my taking commissions that he was sure of, so I allowed him 10 per cent. on those I wrote up. Please serve the Messrs. Calls' policies to him, and he will collect on that basis. I think a fine business will be done here this spring, and this loan will help it along. Mr. Call is
1304 just about starting a nat. bank here, with others, & will want the money soon as it can be had.

Hope you will help this along & and that it will win. Shall stay here over Sabbath, and go to Mason City Monday, and stay day or two.

Send mail to Rapids.

COPELAND

(Endorsement:) Cr. 50, p. 56. J. H. V. 23. Copy of Ambrose A. Call's loan applications, the appraisals, and letters from Martin to company and Copeland to Martin. Exhibit No. 23 continued. F Bloodgood, commr.

1305 To the executive committee of the Northwestern Mutual Life-Ins. Co.:

GENTLEMEN: I desire to obtain from your company a loan of $2,500 or 2,000 for five years from June 1st, 1871, upon bond and mortgage, of the following described property, situated in Jackson Twp., in the county of Boone, and State of Iowa, viz:* The southeast quarter of section twenty-nine, (29,) in township eighty-four (84) north, of range No. twenty-five (25) west of the 5th P. M. Boone Co., Iowa, containing one hundred & sixty acres, according to the Government survey; 100 acres under cultivation; all fenced; 160 rods post & board, 480 posts & rails.

BUILDINGS.—House, 16 x 22, 1½-story small barn, piggery, & granaries, &c.

Cash value of real estate, without buildings	$4,800
Cash value of buildings	600
Total	$5,400
The buildings are insured for	400
My life is insured in your company for	3,000

My wife's name is Edua M. Wilbur.

Boonesboro', Iowa, March 22d, 1871.

(Signed) DWIGHT L. WILBUR.
(Name in full.)

Post-office address: Boonesboro', Iowa.

* Insert a full and complete description of the premises so as to identify them with certainty. Describe by metes and bounds, if necessary to do so. If property is described by lots & block, state the size in feet; in other cases, the number of acres; describe the buildings, their size, and whether of stone, brick, or wood.

(Indorsed :) Dep. J. H. Van Dyke, cr. 50, page 57. Exhibit No. 24, Fr. Bloodgood, commr.

1306 To the executive committee of the Northwestern Mutual Life-Insurance Company:

GENTLEMEN: We, the undersigned, residents of Boone, State of Iowa, are well acquainted with the real property in this vicinity, and estimate the cash value of the following described property, as follows:

Description of property.—Southeast quarter of section twenty-nine, (29,) township eighty-four (84) north, of range twenty-five (25) west of 5th P. M., Iowa, improved.

Cash value of the real estate, without buildings	$4,800
Cash value of buildings	800
Total	$5,600

We also state that the property is so situated with reference to the best position for business or residence in the place that it will not be likely to depreciate in value in the future.

We, too, are well acquainted with the credit, reliability, and business promptness of D. L. Wilbur and J. K. Wilbur, residing in Boonesboro', Iowa, proposing to get a loan on the above property, and will state that their credit is good, and believe that they will pay the interest promptly, and that the loan is a durable one for the company to make, and that it would be so regarded by the people generally.

Boonesboro', Mch. 22d, 1871.

CHARLES A. SHERMAN.
J. W. BURNHART.
C. W. COPELAND, *Agent.*

N. B.—As this statement, if desired, *if desired*, will be held strictly confidential, it would be well for the signers to mail it direct to the company.

(On margin :) Mr. C. W. Copeland made satisfactory explanation as to the change of figures showing value.

I. T. MARTIN.

Application to the Northwestern Mutual Life-Insurance Company.

An answer to each of the following questions is required from persons proposing to effect assurance in this company, which answers form the basis of the contract.

1. Name at full length of the person for whose benefit the insurance is effected. | Residence. | Relation to person to be assured.

2. Name at full length of the person whose life is to be assured.

Residence.	Occupation.
County of State of Post-office address :	What occupation has the person been previously engaged in? Has health suffered therefrom?

3. Are you now assured in this company? If so, what is the number of the policy, and for what amount?

4. Place and date of birth. | Day. | Month. | Year. | Age nearest birth-day.

5. Is the person whose life is to be assured married or single?

6. A. Has the person resided out of the United States?
   B. If so, where and for what period?

7. Has the person been vaccinated?
   Has the person had small-pox?

8. A. Are the person's parents living? If so, what are their ages & state of health?
   B. If dead, at what and of what desease did they die?

	Ages.	State of health, if living.	B. Age at death.	B. Cause of death.
Father.....				
Mother.....				

9. How many brothers has the person had?
   How many sisters?

Whole No.	No. living.	Ages of living.	State of their health.	No. dead.	Ages at death.	Cause of death.

10. A. Have the person's parents, uncles, aunts, brothers, or sisters been afflicted, with consumption, scrofula, insanity, epilepsy, desease of the heart, or any other hereditary desease? A.
    B. Have the person's ancestors generally reach' old age? B.

Ages of grandparents—P. G. F., P. G. M., M. G. F., M. G. M.

If the applicant is a married woman, ask: Is her husband insured? Is he insurable?

REG. 857—25

ANGLE VS. NORTHWESTERN MUTUAL LIFE INS. CO. 385

1308 11. Has the person ever had any of the follow' deseases or any symptoms thereof? Spitting blood, bronchitis, cancer, consumption, liver complaint, rheumatism, asthma, rupture, fistula, dropsy, insanity, paralysis, apoplexy, gout, fits, piles, billious colic, palpitation or diseases of the heart, of the urinary organs, or of any vital part.
(If the person has had one or more of these diseases, please state particularly which, when, how severe, and whether fully recovered, and answer "No, as to all the rest.")

12. Is the person subject to dyspepsia, dysentary, or diarrhœa?

13. Has the person ever had a' habitual cough?

14. Is the person now subject to or affected by any desease or weakness, or has he had any severe disease, or received any serious injury other than those stated in the foregoing answers? If so, please state the particulars of the same fully, prefixed by the words "none except"

15. Are the brain, the nervous and muscular systems, the lungs, heart, or abdominal and urinary organs in a healthy state?

16. A. Are the person's habits of life correct and temperate?
B. Have they always been so?

17. Name and residence of person's usual medical attendant.

18. Name and residence of an intimate friend, to be referred to for similar information.

19. Amount of policy, $. No. of policy, . Annual, semi-annual, or quarterly?
Kind of policy . Cash and note or all cash?

20. A. Is the person's life now assured; and, if so, for how much, and in what company? A.
B. Has the person ever been declined by any company? If so, why? B.
C. Has any physician ever given an unfavorable opinion of the person's life? C.

(On margin :) Is he insurable? Has he ever applied, and been declined?
Approved:

Office Medical Examiner.

Questions to be answered explicitly by the medical examiner of the company.

N. B.—It is expected that the medical examiner will put such other questions bearing upon the case as he may think proper, and the whole examinations will be thorough, exact, and circumstancial.

1. Name and residence of person examined.

2. Are you acquainted with the same?

3. State the approximate weight, height, and the figure of the applicant.

Weight.	Height. ft.	Height. in.	Figure.

4. Does his general appearance indicate vigorous health, medium health, or want of vigor?

5. State the measure around the nipples under the vest, with the lungs empty, A; with lungs full, B; and the form of the chest, C.

A. inches. B. inches. C.

6. Does auscultation or percussion of the chest indicate desease of the heart or respiratory organs?

7. A. Is the respiratory murmur clear and distinct in every part of the lungs?
B. Is the character of the respiration full, easy, and regular?
C. Are there any indications of desease of the organs of respiration?

A.
B.
C.

8. A. State the rate and other qualities of the person's pulse.
B. Does it intermit, become irregular or unsteady at this examination?

A.
B.

9. A. Is the character of the heart's action uniform, free, and steady?
B. Are its sounds and rhymthm regular and normal?
C. Are there any indications of desease of this organ or of the blood-vessels?

A.
B.
C.

13. Has the person any predisposition, either hereditary or acquired, to any local or constitutional disease?

14. Do you believe the person to be temperate and sober in his habits of life?

15. Have the person's parents, brothers, or sisters been afflicted with pulmonary or other deseases hereditary in their nature?

16. A. Has the person ever had any severe injury or illness?
B. If so, has it had any effect upon his constitution?

A.
B.

7. Is the application all filled out, and have you carefully read the same?

18. Do you consider the life safely assurable, and do you recommend that a policy be granted? (Answer I do, or I do not.)

(Signed)

Medical Examiner.

Dated , 18 .

☞ If the person is a female, ascertain and state whether she has had any children, how many, when last pregnant; whether she has had any miscarriages, and are her menses now regular?

ADDITIONAL REMARKS.

1310 Has the person read and assented to the following agreement?

21. It is hereby declared that the above are the applicant's own fair and true answers to the foregoing questions, and that the person is not and will not become habitually intemperate, or addicted to the use of opium; and it is hereby agreed by the undersigned that these statements, with this declaration, shall form the basis of the contract for assurance, or that any untrue or fraudulent answers, any suppression of facts in regard to the person's health, habits, or circumstances, material to the risk, or neglect to pay the premium on or before the day it becomes due, shall vitiate the policy, and forfeit all payments made thereon. Such failure to pay, however, shall not forfeit the amount secured by previous payments on a non forfeiting policy

Husband may sign for wife and his own name as follows: "Jane Doe, by John Doe." John Doe.
Dated this day of , 18 .

AGENT'S STATEMENT.

Have you seen the person herein proposed for assurance, and do you know the one to be the one described in the annexed medical examination?
Is there anything in form, figures, manners, customs, and appearance, which indicates ill health, a feeble constitution, irregular habits, or intemperate living?
Have you carefully read over the applicant's physician's and examiner's statements, noting whether the age and date of birth agree, or whether there are errors in any answers, and have you found them correct, and do you believe them true?
Do you recommend the acceptance of the risk?
At what agencies will renewals be paid?
Dated , 18

, *Agent.*
, *Gen'l Agent.*

1311 10. Is the person subject to cough, expectoration, difficulty of breathing, or palpitation?

11. Are the functions of the brain, the muscular and nervous systems, in a healthy state?

12. A. Are the abdominal organs in a healthy condition? A.
B. Are the functions of the kidneys, bladder and other urinary organs in a healthy state, and free from any tendency to desease? B.
(Please apply the tests if there is any reason to suspect disease of the kidneys.)

Questions, each of which is to be answered by the physician of the person applying for assurance.

The physician is requested and expected to give any additional information upon the application which he may possess, even though it be not embraced in the answers to the annexed questions.

1. Name of the person whose life is to be assured.

2. A. How long have you known him?
   B. Have you been in the habit of seeing him frequently?
   C. Have you given him medical advice?
   D. For what disease?
   E. At what time?

3. A. Have you any knowledge of the person's parents, brothers and sisters?
   B. Have they been afflicted with any pulmonary complaint or any other hereditary deseases?

4. Has he at any time been afflicted with insanity, rheumatism, gout, dropsy, bilious colic, palsy, sym'toms of desease of the heart, aneurism, rupture, spitting of blood, asthma, chronic cough, affections of the lungs or other viscera, or with any organic diseases?

5. Has he had any organic disease in any part of the body, or is any suspected?

6. Has he, in your opinion, a hereditary predisposition to any disease; and, if so, what is it?

7. Do you believe he is now in good health?

8. A. Is he sober and temperate?
   B. Has he always been so?

9. Is he accustomed to much exercise, or is he sedentary?

10. Is his constitution healthy, and are his habits and circumstances such as to render his life safely assurable?

(Signed)

Date this , 18 .

1312 *Friend's statement.*

I have been personally acquainted with , of , during the last years, and do believe that his habits of living are temperate, and that he is now in good health and does ordinarily enjoy good health, and that I know of no constitutional infirmity or other circumstances effecting him, calculated to make an assurance on his life more than usually hazardous, excepting*

Dated at , this day of , 18 .

(Signed)

* Add "nothing," if that is true, or whatever is the matter.

(Dep'ty H. Smith, cr.-int. 3, page 67.)

(Endorsement:) The Northwestern Mutual Life-Insurance Company, Milwaukee. Life proposed, ; occupation, ; age, ; residence, ; amount of policy, $; premium, $; kind of policy, ; how payable . , agent.

Agents will please fill these blanks.

[Sentinel Printing-house, Milwaukee.]

Exhibit No. 25. H. Smith. Fr. Bloodgood, comm.

1313 EXHIBIT No. 26.—FR. BLOODGOOD, *Commr.*

MILWAUKEE, 187 .

DEAR SIR: Referring to the agreement signed by you, and to the rules and instructions on the other side of this sheet, adopted by the trustees as the method of receiving and acknowledging payment of premiums on policies, and reporting and remitting the same to this office, and for defining and fixing the tenure and terms of your agency for this company, I now hand you herewith receipts for premiums due in the month of , and ask your special attention to and compliance with these rules and requirements.

Very respectfully, yours,

AUG. GAYLORD, *Secretary.*

The Northwestern Mutual Life-Insurance Co. in acct. with .

DR.	CHARGES. See rules and instructions on other side relative to charges.						COLLECTIONS. See rules and instructions on other side relative to collections.						CR.
Date.	Total charges.	Commission.	Premium. When paid.	Premium. When due.	Name.		Dividend.	How paid.	No. of policy.	Cash.	Interest.	Loan note.	Total.

H. Smith, dep., cr.-int. 3, page 67. H. Smith.

Instructions and rules for agents.

RELATIVE TO COLLECTIONS.

1. The account sent each month by the company is invariably to be returned as your own monthly statement. The only filling up required will be the columns headed "when paid at agency" and "charges." Do not alter the footings except by adding to them; but if any premium should be unpaid at the time of remitting, charge the amount on the dr. side and return the receipts or notes. If any premium should be deposited with you not included by us in the account, first write for the receipts, and then, if obtained, add to the account; if not, return them to the depositor.

2. In reporting collections give the number of policy, name of insured, date when due, date when paid at agency, and the amount of premium.

1314 [Report-book, folio , acc't 187 , journal , folio .]

3. All receipts, to be valid and binding, must issue from this office and be signed by an authorized officer. Receipts thus issued, where they are to be used by an agent, must be countersigned by him when he receives the premium, and delivers the receipts. The premium paid is not to be entered on the policy by the agent.

4. All returns of money for premiums paid, and also the receipts sent for premiums, when the premiums are due and unpaid, must be made and mailed monthly to this office, in accordance with the terms of the contract.

5. When a premium is past due, and not paid, a policy becomes at once forfeited in accordance with its original terms; but the company will restore such policy, upon the assured furnishing proof at his own expense that he is in a perfectly sound state of health and paying his premiums with interest. A policy forfeited can only be restored by application to, and consent of the officers of, the company. When a restoration of a policy is applied for, let a full certificate of health invariably accompany the application. The company will then decide, and inform you of the result.

6. Agents are not expected to credit and remit premiums not actually received from the assured, and any agent who advances or remits money for parties assured, does it on his own personal and private account.

7. Agents of the company are only authorized to receive
1315 premiums when due, and give the company's receipts duly signed therefor. They cannot make, alter, or discharge contracts, and therefore cannot waive forfeitures, or grant or name any extra percentage for special risks.

8. Please add to this report all new policies received by you during the month.

9. For further information see "instructions to agents," (second edition.)

RELATIVE TO CHARGES.

The charges on the dr. side will be:
1st. The amount of loan-notes received for premiums.
2nd. The amount of the unpaid receipts and notes returned.
3d. Medical examinations, postage, and exchange.
4th. Commissions. In the column headed commission, put the amount

(not the per cent.) of commission on each item of the cr. side opposite such item, and foot the whole into the total charges column.

5th. Cash enough, together with the above items, to balance the footing of the total column on the cr. side. Upon the first year's premium, or any part thereof, of a policy procured by a traveling agent, the local agent is allowed for collection one per cent. commission; but upon renewals (or subsequent years' premiums) of the same policies, he will be allowed the same commission for collection as upon other renewals.

After removal of a policy-holder from an agency or change in
1316 his place of payment, the commission is paid to the agent who collects the premium. No commission allowed for collecting interest on loan-notes.

When an agent succeeds another, one per cent. commission only is allowed on the previous business of the agency unless by special agreement with the company.

The medical fee is the same in each case, whether the risk is accepted or not, and a bill for the same from the medical examiner must accompany the charge, stating the name of the party examined, and the date of examination.

Remit by draft or post-office order whenever procurable. Exchange (actually paid) is allowed, not to exceed one per cent. The company pays all postage.

Advertising at the expense of the company is not allowed.

Again we must insist upon promptness in making returns.

(Endorsement:) Cr. 50,157, J. H. V. 24. Copy of Dwight L. Wilbur' Loan application and appraisal.

An answer to each of the following questions is required from persons proposing to effect assurance in this company, which answers form the basis of the contract.

REC. 857—26

1. Name in full length of the person for whose benefit the assurance is effected. — Mary Jane Craig. Residence, Cedar Rapids. Relation to person to be assured, wife.

2. Name at full length of the person whose life is to be assured. — James Penman Craig.

Residence.	Occupation.
Cedar Rapids. County of Linn. State of Iowa. Post-office address: Same.	What occupation has the person been previously engaged in? Salesman. Agent. Has health suffered therefrom? No.

3. Are you now assured in this company? If so, what is the number of the policy, and for what amount? — No.

4. Place and date of birth.	Day.	Month.	Year.	Age nearest birth-day.
St. John, N. Brunswick.	20th.	9	1834.	36.

5. Is the person whose life is to be assured married or single? — Married.

6. A. Has the person resided out of the United States? — A. Yes.
B. If so, where and for what period? — B. N. B. & Canada for 30 years.

7. Has the person been vaccinated? — Yes.
Has the person had small-pox? — Yes.

8. A. Are the person's parents living? If so, what are their ages and state of health? B. If dead, at what ages and of what desease did they die?		Ages.	State of health, if living.	B. Age at death.	B. Cause of death.
	Father. No.			47.	
	Mother. Yes.	72	Good.		Epilepsy.

9. How many brothers has the person had? How many sisters?	Whol' No.	No. living.	Ages of living.	State of their health.	No. dead.	Ages at death.	Cause of death.
	2	2	21 34	Good.			
	2	1	44	Good.	1	21	Epilepsy.

10. A. Have the person's parents, uncles, aunts, brothers, or sisters been afflicted with consumption, scrofula, insanity, epilepsy, desease of the heart, or any other hereditary disease? — A. Those noted above only.
P. G. F., P. G. M., M. G. F., M. G. M.
B. Have the person's ancestors generally reached old age? Yes. — B. Ages of grandparents—don't know, were all old when deceased.

If the applicant is a married woman, ask: Is her husband insured?

ANGLE VS. NORTHWESTERN MUTUAL LIFE INS. CO. 393

1318 11. Has the person ever had any of the following deseases or any symptoms thereof: Spitting blood, bronchitis, cancer, consumption, liver complaint, rheumatism, asthma, rupture, fistula, dropsy, insanity, paralysis, apoplexy, gout, fits, piles, billious colic, palpitation or disease of the heart, of the urinary organs, or of any vital part. If the person has had one or more of these diseases, please state particularly which, when, how severe, and whether fully recovered, and answer "No, as to all the rest."	No.
12. Is the person subject to dyspepsia, dysentary, or diarrhœa?	
13. Has the person ever had a habitual cough?	
14. Is the person now subject to or affected by an' desease or weakness, or has he had any severe disease, or received any serious injury other than those stated in the foregoing answers? If so, please state the particulars of the same fully, prefixed by the words "none except."	
15. Are the brain, the nervous and muscular systems, the lungs, heart, abdominal and urinary organs in a healthy state?	
16. A. Are the person's habits of life correct and temperate? B. Have they always been so?	Yes. Yes.
17. Name and residence of person's usual medical attendant.	Has had none.
18. Name and residence of an intimate friend, to be referred to for similar information.	C. W. Copeland, Cedar Rapids, Iowa.
19. Amount of policy, $1,000. No. of payments: Kind of policy:	15 semi-annual. Life, cash & note.
20. A. Is the person's life now assured; and, if so, for how much, and in what co.? B. Has the person ever been declined by any company? If so, why? C. Has any physician ever given an unfavorable opinion of the person's life?	A. In Chicago Mutual for $2,000. B No. C. No.

(On margin :) Is he insurable? Has he ever applied and been declined?

21. Has the person read and assented to the following agreement? Yes.

It is hereby declared that the above are the applicant's own fair and true answers to the foregoing questions, and that the person is not and will not become habitually intemperate, or addicted to the use of opium; and it is hereby agreed by the undersigned that these statements, with this declaration, shall form the basis of the contract for assurance, and that
1319 any untrue or fraudulent answers, any suppression of facts in regard to the person's health, habits, or circumstances, material to the risk, or neglect to pay the premium on or before it becomes due, shall vitiate the policy, and forfeit all payments made thereon. Such failure to pay, however, shall not forfeit the amount secured by previous payments n a non-forfeiting policy.

Husband may sign for wife and his own name as follows: Jane Doe, by John Doe. John Doe.
Dated this 19th day of October, 1870. Mary J. Craig, by James P. Craig. James Penman Craig.

AGENT'S STATEMENT.

Have you seen the person herein proposed for assurance, and do you know the same to be the one described in the annexed medical examination? Yes.
Is there anything in form, figure, manners, customs, or appearense, which indicates ill health, a feeble constitution, irregular habits, or intemperate living? No.
Have you carefully read over the applicant's physician's and examiner's statements, noting whether the age and date of birth agree, or whether there are errors in any of the answers, and have you found them correct, and do you believe them true? Ye
Do you recommend the acceptance of the risk? Yes.
At what agency will renewals be paid? Cedar Rapids, Io.
Dated Cedar Rapids, Oct. 19, 1870.

C. W. COPELAND, *Agent.*
I. T. MARTIN, *Gen'l Agent.*

(On margin:) Approved: L. Mc.K. Office Medical Examiner.

1320

Questions to be answered explicitly by the medical examiner of the company.

N. B.—It is expected that the medical examiner will put such other questions bearing upon the case as he may think proper, and that the whole examinations will be thorough, exact, and circumstantial.

1. Name and residence of person examined.	James P. Craig, Cedar Rapids, Io.
2. Are you acquainted with the same?	Yes.
3. State the approximate weight, height, and the figure of the applicant.	Weight. 135. | Height. 5 ft. 8½ in. | Figure. erect.
4. Does his general appearance indicate vigorous health, medium health, or want of vigor?	Vigorous.
5. State the measure around the nipples under the vest, with the lungs empty, A; with lungs full, B; and the form of the chest, C.	A. 31½ inches. B. 33½ inches. C. Normal.
6. Does auscultation or percussion of the chest indicate disease of the heart or respiratory organs?	No.
7. A. Is the respiratory murmur clear and distinct in every part of both lungs? B. Is the character of the respiration full, easy, and regular? C. Are there any indications of disease of the organs of respiration?	A. Yes. B. Yes. C. No.
8. A. State the rate and other qualities of the person's pulse. B. Does it intermit, become irregular or unsteady at this examination?	A. 75. Strong and regular. B. No.

1318 11. Has the person ever had any of the following deseases or any symptoms thereof: Spitting blood, bronchitis, cancer, consumption, liver complaint, rheumatism, asthma, rupture, fistula, dropsy, insanity, paralysis, apoplexy, gout, fits, piles, billious colic, palpitation or disease of the heart, of the urinary organs, or of any vital part. If the person has had one or more of these diseases, please state particularly which, when, how severe, and whether fully recovered, and answer "No, as to all the rest."	No.
12. Is the person subject to dyspepsia, dysentary, or diarrhœa?	
13. Has the person ever had a habitual cough?	
14. Is the person now subject to or affected by an' desease or weakness, or has he had any severe disease, or received any serious injury other than those stated in the foregoing answers? If so, please state the particulars of the same fully, prefixed by the words "none except."	
15. Are the brain, the nervous and muscular systems, the lungs, heart, abdominal and urinary organs in a healthy state?	
16. A. Are the person's habits of life correct and temperate?	Yes.
B. Have they always been so?	Yes.
17. Name and residence of person's usual medical attendant.	Has had none.
18. Name and residence of an intimate friend, to be referred to for similar information.	C. W. Copeland, Cedar Rapids, Iowa.
19. Amount of policy, $1,000. No. of payments:	15 semi-annual.
Kind of policy:	Life, cash & note.
20. A. Is the person's life now assured; and, if so, for how much, and in what co.?	A. In Chicago Mutual for $2,000.
B. Has the person ever been declined by any company? If so, why?	B No.
C. Has any physician ever given an unfavorable opinion of the person's life?	C. No.

(On margin :) Is he insurable? Has he ever applied and been declined?

21. Has the person read and assented to the following agreement? Yes.

It is hereby declared that the above are the applicant's own fair and true answers to the foregoing questions, and that the person is not and will not become habitually intemperate, or addicted to the use of opium; and it is hereby agreed by the undersigned that these statements, with this declaration, shall form the basis of the contract for assurance, and that
1319 any untrue or fraudulent answers, any suppression of facts in regard to the person's health, habits, or circumstances, material to the risk, or neglect to pay the premium on or before it becomes due, shall vitiate the policy, and forfeit all payments made thereon. Such failure to pay, however, shall not forfeit the amount secured by previous payments n a non-forfeiting policy.

Husband may sign for wife and his own name as follows: Jane Doe, by John Doe. John Doe.
Dated this 19th day of October, 1870. Mary J. Craig, by James P. Craig. James Penman Craig.

AGENT'S STATEMENT.

Have you seen the person herein proposed for assurance, and do you know the same to be the one described in the annexed medical examination? Yes.
Is there anything in form, figure, manners, customs, or appearense, which indicates ill health, a feeble constitution, irregular habits, or intemperate living? No.
Have you carefully read over the applicant's physician's and examiner's statements, noting whether the age and date of birth agree, or whether there are errors in any of the answers, and have you found them correct, and do you believe them true? Ye
Do you recommend the acceptance of the risk? Yes.
At what agency will renewals be paid? Cedar Rapids, Io.
Dated Cedar Rapids, Oct. 19, 1870.

C. W. COPELAND, *Agent.*
I. T. MARTIN, *Gen'l Agent.*

(On margin:) Approved: L. Mc.K. Office Medical Examiner.

1320

Questions to be answered explicitly by the medical examiner of the company.

N. B.—It is expected that the medical examiner will put such other questions bearing upon the case as he may think proper, and that the whole examinations will be thorough, exact, and circumstantial.

1. Name and residence of person examined.	James P. Craig, Cedar Rapids, Io.
2. Are you acquainted with the same?	Yes.
3. State the approximate weight, height, and the figure of the applicant.	Weight. 135. | Height. 5 ft. 8½ in. | Figure. erect.
4. Does his general appearance indicate vigorous health, medium health, or want of vigor?	Vigorous.
5. State the measure around the nipples under the vest, with the lungs empty, A; with lungs full, B; and the form of the chest, C.	A. 31½ inches. B. 33½ inches. C. Normal.
6. Does auscultation or percussion of the chest indicate disease of the heart or respiratory organs?	No.
7. A. Is the respiratory murmur clear and distinct in every part of both lungs? B. Is the character of the respiration full, easy, and regular? C. Are there any indications of disease of the organs of respiration?	A. Yes. B. Yes. C. No.
8. A. State the rate and other qualities of the person's pulse. B. Does it intermit, become irregular or unsteady at this examination?	A. 75. Strong and regular. B. No.

9. A. Is the character of the heart's action uniform, free, and steady? B. Are its sounds and rhythm regular and round? C. Are there any indications of disease of the organs of respiration?	A. Yes. B. Yes. C. No.
10. Is the person subject to cough, expectoration, difficulty of breathing, or palpitation?	No.
11. Are the functions of the brain, the muscular and nervous systems, in a healthy state?	Yes.
12. A. Are the abdominal organs in a healthy condition? B. Are the functions of the kidneys, bladder, and other urinary organs in a healthy state, and free from any tendency to disease? (Please apply the tests if there is any reason to suspect disease of the kidneys)	A. Yes. B. Yes.
13. Has the person any predisposition, either hereditary or acquired, to any local or constitutional disease?	No.
14. Do you believe the person to be sober and temperate in his habits of life?	Yes.
15. Have the person's parents, brothers, or sisters been afflicted with pulmonary or other disease hereditary in their nature?	No.
1321 16. A. Has the person ever had any severe injury or illness? B. If so, has it had any effect upon his constitution?	A. No. B.
17. Is the application all filled out, and have you carefully read the same?	Yes.
18. Do you consider the life safely assurable, and do you recommend that a policy be granted? (Answer I do, or I do not.)	I do.

(Signed) GEO. P. CARPENTER, M. D.,
Medical Examiner.

Dated Cedar Rapids, Io., Oct. 20, 1870.

☞ If the person is a female, ascertain and state whether she has had children, how many, when last pregnant, whether she has had any miscarriages, and are her menses now regular.

Additional remarks.
(Dep. H. Smith, cr. int. 49, pg. 87.)

EXHIBIT A.—Fr. Bloodgood, Commr.

Questions, each of which is to be answered by the physician of the person applying for assurance.

The physician is requested and expected to give any additional information upon the application which he may possess, even though it be not embraced in the answers to the annexed questions.

1. Name of the person whose life is to be assured.

2. A. How long have you known him?
   B. Have you been in the habit of seeing him frequently?
   C. Have you given him medical advice?
   D. For what disease?
   E. At what time?

3. A. Have you any knowledge of the person's parents, brothers, and sisters?
   B. Have they been afflicted with any pulmonary complaint or any other hereditary diseases?

4. Has he at any time been afflicted with insanity, rheumatism, gout, dropsy, bilious colic, palsy, symptoms of disease of the heart, aneurism, rupture, spitting of blood, asthma, chronic cough, affections of the lungs or other viscera, or with any organic disease?

5. Has he any organic disease in any part of the body, or is any suspected?

6. Has he, in your opinion, a hereditary predisposition to any disease; and, if so, what is it?

7. Do you believe he is now in good health?

8. A. Is he sober and temperate?
   B. Has he always been so?

9. Is he accustomed to much exercise, or is he sedentary?

10. Is his constitution healthy, and are his habits and circumstances such as to render his life safely assurable?

Dated (Signed) , 18 .

1322 *Friend's statement.*

I have been acquainted with James P. Craig, of Cedar Rapids, during the last 1½ years, and do believe that his habits of living are temperate, and that he is now in good health, and does enjoy good health, and that I know of no constitutional infirmity, or other circumstances affecting him calculated to make an assurance on his life more than usually hazardous excepting *

Dated at Cedar Rapids this nineteenth day of October, 1870.

(Signed) C. W. COPELAND.

* Add "nothing" if that is true or whatever is the matter.

(Endorsement:) The Northwestern Mutual Life Insurance Company, Milwaukee. Life proposed, James P. Craig. Occupation, salesman. Age, 36. Residence, Cedar Rapids. Amount of policy, $1,000. Premium, $40.08. Kind of policy, life, 15 paymts. How payable, semi-annual. Agent, C. W. Copeland. Agents will please fill these blanks.

1323 *Application to the Northwestern Mutual Life-Insurance Company.* [No. 59084.

An answer to each of the following questions is required from persons proposing to effect assurance in this company, which answers form the basis of the contract.

1. Name at full length of the person for whose benefit the assurance is effected. — Louisa Gordon. Residence, Cedar Rapids, Io. Relationship to person to be assured, mother.

2. Name at full length of the person whose life is to be assured. — George Pennel Gordon.

Residence, Cedar Rapids,
County of Linn,
State of Iowa.
Post-office address: Same.

Occupation, Clerk in grocery store.
What occupation has the person been previously engaged in? None.
Has health suffered therefrom? No.

3. Are you now assured in this company? If so, what is the number of the policy, and for what amount? — No.

4. Place and date of birth. Bellville, Canada.

Day.	Month.	Year.	Age nearest birth-day.
12th.	June.	1854.	16.

5. Is the person whose life is to be assured married or single? — Single.

6. A. Has the person resided out of the United States? — A. Yes; born as stated.
B. If so, where and for what period? — B. Bellville Co., 1 year & 3 months.

7. Has the person been vaccinated? — Yes.
Has the person had small-pox? — No.

8. A. Are the person's parents living? If so, what are their ages and state of health?
B. If dead, at what ages and of what diseases did they die?

		Ages.	State of health, if living.	B. Age at death.	B. Cause of death.
Father.	Yes.	49	Robust.		
Mother.	Yes.	48	Robust.		

9. How many brothers has the person had?
How many sisters?

	Whole No.	No. living.	Ages of living.	State of their health.	No. dead.	Ages at death.	Cause of death.
	None.						
	2.	2	24 20	Good.			

1324 10. A. Have the person's parents, uncles, aunts, brothers, or sisters been afflicted with consumption, scrofula, insanity, epilepsy, disease of the heart, or any other hereditary disease? — A. No.
B. Have the person's ancestors generally reached old age? — B. Yes. Ages of grandparents: P. G. F., 74. P. G. M., 70. M. G. F., 61. M. G. M., 71.

If the applicant is a married woman, ask: Is her husband insured?

11. Has the person ever had any of the following deseases or any symptoms thereof: Spitting blood, bronchitis, cancer, consumption, liver complaint, rheumatism, asthma, rupture, fistula, dropsy, insanity, paralysis, apoplexy, gout, fits, piles, billious colic, palpitation or diseases of the heart, of the urinary organs, or any part thereof. — None; is robust and hearty.

ANGLE VS. NORTHWESTERN MUTUAL LIFE INS. CO. 399

12. Is the person subject to dyspepsia, dysentary, or diarrhœa?	No.
13. Has the person ever had a habitual cough?	No.
14. Is the person now subject to or affected by any disease or weakness, or has he any severe disease, or received any serious injury other than those stated in the foregoing answers? If so, please state the particulars of the same fully, prefixed by the words "none except."	None whatever.
15. Are the brain, the nervous and muscular systems, the lungs, heart, abdominal and urinary organs in a healthy state?	Yes.
16. A. Are the person's habits of life correct and temperate? B. Have they always been so?	A. Yes. B. Yes.
17. Name and residence of person's usual medical attendant.	Has had none.
18. Name and residence of an intimate friend, to be referred to for similar information.	John F. Ely, esq,
19. Amount of policy, $1,000. No. of payments: Kind of policy:	Annual. Life, cash and note.
20. A. Is the person's life now assured; and, if so, for how much, and in what company? B. Has the person ever been declined by any company? If so, why? C. Has any physician ever given an unfavorable opinion of the person's life?	A. No. B No. C. No.

21. Has the person read and assented to the following agreement? Yes.

1325 It is hereby declared that the above are the applicant's own fair and true answers to the foregoing questions, and that the person is not and will not become habitually intemperate, or addicted to the use of opium. And it is hereby agreed by the undersigned that these statements, with this declaration, shall form the basis of the contract for assurance, and that any untrue or fraudulent answers, any suspression of facts in regard to the person's health, habits, or circumstances material to the risk, or neglect to pay the premium on or before the day it becomes due, shall vitiate the policy, and forfeit all payments made thereon. Such failure to pay, however, shall not forfeit the amount secured by previous payments on a non-forfeiting policy.

(Husband may sign for wife and his own name, as follows:)

Dated this 10th day of Dec. 1870.

LOUISA GORDON.
GEORGE PENNEL GORDON.

JANE DOE,
By JOHN DOE.
JOHN DOE.

Agent's statement.

Have you see' the person herein proposed for assurance, and do you know the same to be the one described in the annexed medical examination? Yes.

Is he insurable?

Has he ever applied and been declined?

Approved:

L. McK.

OFFICE MEDICAL EXAMINER.

REC. 857—28

1326 Is there anything in form, figure, manners, customs, or appearence which indicates ill health, a feeble constitution, irregular habits, or intemperate living? No.

Have you carefully read over the applicant's, physician's, and examiner's statements, noting whether the age and date agree, or whether there are errors in any of the answers, and have you found them correct, and do you believe them true? Yes.

Do you recommend the acceptance of the risk? Yes.

At what agency will renewals be paid? Cedar Rapids.

Dated Dec. 10th, 1870.

C. W. COPELAND, *Agent.*
I. T. MARTIN, *Gen'l Agent.*

Questions to be answered explicitly by the medical examiner of the company.

N. B.—It is expected that the medical examiner will put such other questions bearing upon the case as he may think proper, and the whole examination will be thorough, exact, and circumstantial.

1. Name and residence of person examined.	George Penuel Gordon, Cedar Rapids, Iowa.
2. Are you acquainted with the same?	No.
3. State the approximate weight, height, and the figure of the applicant.	Weight. 131. | Height. 5 ft. 8½ in. | Figure. erect.
4. Does his general appearence indicate vigorous health, medium health, or want of vigor?	Vigorous.
5. State the measure around the nipples under the vest, with the lungs empty, A; with lungs full, B; and the form of the chest.	A. 31½ inches. B. 34½ inches. C Normal.
6. Does auscultation or percussion of the chest indicate desease of the heart or respiratory organs?	No.
7. A. Is the respiratory murmur clear and distinct in every part of both lungs? B. Is the character of respiration full, easy, and regular? C. Are there any indications of disease of the organs of respiration?	A. Yes. B. Yes. C. No.
8. A. State the rate and other qualities of the person's pulse. B. Does it intermit, become irregular or unsteady at this examination?	A. 75. Full & strong. B. No.
1327 9. A. Is the character of the heart's action uniform, free, and steady? B. Are its sounds and rhythm regular and normal? C. Are there any indications of disease of this organ or of the blood-vessels?	A. Yes. B. Yes. C. No.
10. Is the person subject to cough, expectoration, difficulty of breathing, or palpitation?	No.

11. Are the functions of the brain, the muscular and nervous systems, in a healthy state?	Yes.
12. A. Are the abdominal organs in a healthy condition? B. Are the functions of the kidneys, bladder, and other urinary organs in a healthy state, and free from any tendency to disease? (Please apply the tests if there is any reason to suspect disease of the kidneys.)	A. Yes. B. Yes.
13. Has the person any predisposition, either hereditary or acquired, to any local or constitutional disease?	No.
15. Do you believe the person' parents, brothers, or sisters been afflicted with pulmonary or other diseases hereditary in their nature?	No.
14. Do you believe the person to be sober and temperate in his habits of life?	Yes.
16. A. Has the person ever had any severe injury or illness? B. If so, has it any effect upon his constitution?	A. No. B. No.
17. Is the application all fil'ed out, and have you carefully read the same?	Yes.
18. Do you consider the life safely assurable, and do you recommend that a policy be granted? (Answer I do, or I do not.)	I do.

(Signed) GEO. P. CARPENTER, M. D.,
Medical Examiner.

Dated Cedar Rapids, Iowa., Dec. 10, 1870.

☞ If the person is a female, ascertain and state whether she has had children, how many, when last pregnant, whether she has had any miscarriages, and are her menses now regular.

Additional remarks.
(Dep. H. Smith, co. int. 49, page 87. Exhibit B. Fr. Bloodgood, com'r. B. H. S.)

1328 *Questions, each of which is to be answered by the physician of the person applying for assurance.*

The physician is requested and expected to give any additional information upon the application which he may possess, even though it be not embraced in the answers to the annexed questions.

1. Name of the person whose life is to be assured.	

2. A. How long have you known him? } A.
B. Have you been in the habit of seeing him frequently? } B.
C. Have you given him medical advic'? } C.
D. For what disease? } D.
E. At what time? } E.

3. A. Have you any knowledge of the person's parents, brothers, and sisters? } A.
B. Have they been so afflicted with any pulmonary complaints or any other hereditary disease? } B.

4. Has he at any time been afflicted with insanity, rheumatism, gout, dropsy, bilious colic, palsy, sym'toms of disease of the heart, aneurism, rupture, spitting of blood, asthma, chronic cough, affections of the lungs or other viscera, or with any organic disease?

5. Has he any organic disease in any part of the body, or is any suspected?

6. Has he, in your opinion, a hereditary predisposition to any disease; and, if so, what is it?

7. Do you believe he is now in good health?

8. A. Is he sober and temperate? } A.
B. Has he always been so? } B.

9. Is he accustomed to much exercise, or is he sedentary?

10. Is his constitution healthy, and are his habits and circumstances such as to render his life safely assurable?

(Signed)

Dated , 18 .

Friend's statement.

I have been personally acquainted with George Penuel Gordon, of Cedar Rapids, during the last 13 years, and do believe that his habits of living are temperate, and that he is now in good health, and does ordinarily enjoy good health, and that I know of no constitutional infirmity or other circumstances affecting him calculated to make an assurance on his life more than usually hazardous, excepting* nothing.

Dated at Cedar Rapids, this tenth day of December, 1870.

(Signed) J. T. ELY.

*Add "nothing," if that is true, or whatever is the matter.

1329, 1330 (Endorsement:) The Northwestern Mutual Life-Insurance Company, Milwaukee. Life proposed, James P. Craig; occupation, salesman; age, 36; residence, Cedar Rapids; amount of policy, $1,000; premium, $40.08; kind of policy, life, 15 paym'ts; how payable, semi-annual; agent, C. W. Copeland. Agents will please fill thes' blanks. (Sentinel Printing-House.) Exhibit B.

1331 *Application to the Northwestern Mutual Life-Insurance Company.* [No. 59589.

An answer to each of the following questions is required from persons proposing to effect assurance in this company, which answers form the basis of the contract.

1. Name at full length of the person for whose benefit the assurance is effected. — George W. H. Johnson. Residence, Cedar Rapids, Io. Relationship to person to be assured, himself.

2. Name at full length of the person whose life is to be assured.

Residence, Cedar Rapids,
County of Linn,
State of Iowa.
Post-office address: Same.

Occupation, merchant.
What occupation has the person been previously engaged in? Farming.
Has health suffered therefrom? No.

3. Are you now assured in this company? If so, what is the policy, and for what amount? of the — No.

4. Place and date of birth.
Jefferson Co., Va.

Day.	Month.	Year.	Age nearest birth-day.
28.	December.	1847.	23.

5. Is the person whose life is to be assured married or single? — Married.

6. A. Has the person resided out of the United States? — A. No.
B. If so, where and for what period? — B.

7. Has the person been vaccinated? — Yes.
Has person had the small-pox? — No.

8. A. Are the person's parents living? If so, what are their ages and state of health?
B. If dead, at what ages and what disease did they die?

		State of health, if living.	Ages.	B. Age at death.	B. Cause of death.
Father.	Yes.	Good.	56		
Mother.	Yes.	Good.	49		

9. How many brothers has the person had?
How many sisters?

	Whole No.	No. living.	Ages of living.	State of their health.	No. dead.	Ages at death.	Cause of death.
	None.						
	1.	1	26	Good.			

10. A. Have the person's parents, uncles, aunts, brothers, or sisters been afflicted with consumption, scrofula, insanity, epilepsy, disease of the heart, or any other hereditary disease? — A. No.
B. Have the person's ancestors generally reached old age? — B. Yes.

Ages of grandparents:
living. P. G. F. 94. living. P. G. M., 50. living. M. G. F., 76. living. M. G. M., 74.

If the applicant is a married woman, ask: Is her husband insured?	
1332 11. Has the person ever had any of the following desease' or any symptoms thereof: Spitting blood, bronchitis, cancer, consumption, liver complaint, rheumatism, asthma, rupture, fistula, dropsy, insanity, paralysis, apoplexy, gout, fits, piles, bellious colic, palpitation or deseases of the heart, of the urinary organs, or of any vital part.	None. Am robust and hearty.
12. Is the person subject to dyspepsia, dysentary, or diarrhœa?	No.
13. Has the personal ever had an habitual cough?	No.
14. Is the person now subject to or affected by any disease or weakness, or has he had any severe disease, or received any serious injury other than those stated in the foregoing answers? If so, please state the particulars of the same fully, prefixed by the words "none except."	None. Am robust. Haven't been sick for 15 years.
15. Are the brain, the nervous and muscular systems, the lungs, heart, abdominal and urinary organs in a healthy state?	Yes.
16. A. Are the person's habits of life correct and temperate? B. Have they always been so?	A. Yes. B. Yes.
17. Name and residence of person's usual medical attendant.	Have none.
18. Name and residence of an intimate friend, to be referred to for similar information.	J. C. Morrison, Marengo, Iowa.
19. Amount of policy, $2,000. No. of payments. Kind of policy, 30 years endowment,	Full term, semi-annual. Cash and note.
20. A. Is the person's life now assured? If so, for how much, and in what company? B. Has the person ever been declined by any company? If so, why? C. Has any physician ever given an unfavorable opinion of the person's life?	A. No. B No. C. No.
21. Has the person ever read and assented to the following agreement? Is he insurable? Has he applied and been declined?	Yes.

1333 It is hereby declared that the above are the applicant's own fair and true answers to the foregoing questions, and that the person is not and will not become habitually intemperate or addicted to the use of opium; and it is hereby agreed by the undersigned that these statements with this declaration shall form the basis of the contract for assurance, and that any untrue or fraudulent answers, any suppression of facts in regard to the person's health, habits, or circumstances material to the risk, or neglect to pay the premium on or before the day it becomes due, shall vitiate this policy, and forfeit all payments made thereon; such failure to pay, however, shall not forfeit the amount secured by previous payments on a "non-forfeiting policy."

Husband may sign for wife and his own name, as follows:

JANE DOE,
By JOHN DOE.
JOHN DOE.

Dated this 7th day of January, 1871.

GEO. W. H. JOHNSON.

Agent's statement.

Have you seen the person herein proposed for assurance, and do you know the same to be the one described in the annexed medical examination?—Yes.

1334 Is there anything in form, figure, manners, customs, or appearance, which indicate ill-health, a feeble constitution, irregular habits, or intemperate living?—No.

Have you carefully read over the applicant's, physician's, and examiner's statements, noting whether the age and date of birth agree, or whether there are errors in any of the answers, and have you found them correct, and do you believe them true?—Yes.

Do you recommend the acceptance of the risk?—Yes.

At what agency will renewals be paid?—Cedar Rapids, Iowa.

Dated Jan. 7, 1871.

C. W. COPELAND, *Agent.*
I. T. MARTIN, *Gen'l Agent,*
Per D.

(On margin:) Approved. L. McK. OFFICER, *Medical Examiner.*

Questions to be answered explicitly by the medical examiner of the company.

N. B.—It is expected that the medical examiner will put such other questions bearing upon the case as he may think proper, and that the whole examination will be thorough, exact, and circumstancial.

1. Name and residence of person examined.—Geo. W. H. Johnson, Cedar Rapids, Iowa.

2. Are you acquainted with the same?—No.

3. State the approximate weight, height, and the figure of the applicant.—Weight, 151 lbs.; height, 5 ft. 9 in.; figure, erect.

1335 4. Does his general appearance indicate vigorous health, medium health, or want of vigor?—Healthy, (vigorous.)

5. State the measure around the nipples under the vest with the lungs empty, A; with lungs full, B; and the form of the chest, C.—A, 36 inches; B, 38¼ inches; C, normal.

If the applicant is a married woman, ask: Is her husband insured?	
1332 11. Has the person ever had any of the following desease' or any symptoms thereof: Spitting blood, bronchitis, cancer, consumption, liver complaint, rheumatism, asthma, rupture, fistula, dropsy, insanity, paralysis, apoplexy, gout, fits, piles, bellious colic, palpitation or deseases of the heart, of the urinary organs, or of any vital part.	None. Am robust and hearty.
12. Is the person subject to dyspepsia, dysentary, or diarrhœa?	No.
13. Has the personal ever had an habitual cough?	No.
14. Is the person now subject to or affected by any disease or weakness, or has he had any severe disease, or received any serious injury other than those stated in the foregoing answers? If so, please state the particulars of the same fully, prefixed by the words "none except."	None. Am robust. Haven't been sick for 15 years.
15. Are the brain, the nervous and muscular systems, the lungs, heart, abdominal and urinary organs in a healthy state?	Yes.
16. A. Are the person's habits of life correct and temperate? B. Have they always been so?	A. Yes. B. Yes.
17. Name and residence of person's usual medical attendant.	Have none.
18. Name and residence of an intimate friend, to be referred to for similar information.	J. C. Morrison, Marengo, Iowa.
19. Amount of policy, $2,000. No. of payments. Kind of policy, 30 years endowment,	Full term, semi-annual. Cash and note.
20. A. Is the person's life now assured? If so, for how much, and in what company? B. Has the person ever been declined by any company? If so, why? C. Has any physician ever given an unfavorable opinion of the person's life?	A. No. B No. C. No.
21. Has the person ever read and assented to the following agreement? Is he insurable? Has he applied and been declined?	Yes.

1333 It is hereby declared that the above are the applicant's own fair and true answers to the foregoing questions, and that the person is not and will not become habitually intemperate or addicted to the use of opium; and it is hereby agreed by the undersigned that these statements with this declaration shall form the basis of the contract for assurance, and that any untrue or fraudulent answers, any suppression of facts in regard to the person's health, habits, or circumstances material to the risk, or neglect to pay the premium on or before the day it becomes due, shall vitiate this policy, and forfeit all payments made thereon; such failure to pay, however, shall not forfeit the amount secured by previous payments on a "non-forfeiting policy."

Husband may sign for wife and his own name, as follows:

JANE DOE,
By JOHN DOE.
JOHN DOE.

Dated this 7th day of January, 1871.

GEO. W. H. JOHNSON.

Agent's statement.

Have you seen the person herein proposed for assurance, and do you know the same to be the one described in the annexed medical examination?—Yes.

1334 Is there anything in form, figure, manners, customs, or appearance, which indicate ill-health, a feeble constitution, irregular habits, or intemperate living?—No.

Have you carefully read over the applicant's, physician's, and examiner's statements, noting whether the age and date of birth agree, or whether there are errors in any of the answers, and have you found them correct, and do you believe them true?—Yes.

Do you recommend the acceptance of the risk?—Yes.

At what agency will renewals be paid?—Cedar Rapids, Iowa.

Dated Jan. 7, 1871.

C. W. COPELAND, *Agent.*
I. T. MARTIN, *Gen'l Agent,*
Per D.

(On margin:) Approved. L. McK. OFFICER, *Medical Examiner.*

Questions to be answered explicitly by the medical examiner of the company.

N. B.—It is expected that the medical examiner will put such other questions bearing upon the case as he may think proper, and that the whole examination will be thorough, exact, and circumstancial.

1. Name and residence of person examined.—Geo. W. H. Johnson, Cedar Rapids, Iowa.

2. Are you acquainted with the same?—No.

3. State the approximate weight, height, and the figure of the applicant.—Weight, 151 lbs.; height, 5 ft. 9 in.; figure, erect.

1335 4. Does his general appearance indicate vigorous health, medium health, or want of vigor?—Healthy, (vigorous.)

5. State the measure around the nipples under the vest with the lungs empty, A; with lungs full, B; and the form of the chest, C.—A, 36 inches; B, 38¼ inches; C, normal.

6. Does auscultation or *pre*cussion of the chest indicate disease of the heart or respiratory organs?—No.

7. A. Is the respiratory murmur clear and distinct in every part of both lungs? B. Is the character of the respiration full, easy, and regular? C. Are there any indications of disease of the organs of respiration?—A. Yes. B. Yes. C. No.

8. A. State the rate and other qualities of the person's pulse. B. Does it intermit, become irregular or unsteady at this examinaton?—A. 76, strong & full. B. No.

9. A. Is the character of the heart's action uniform, free, and steady? B. Are its sounds and rhythm *and* normal? C. Are there any indications of disease of this organ or of the blood-vessels?—A. Yes. B. Yes. C. No.

10. Is the person subject to cough, expectoration, difficulty of breathing, or palpitation?—No.

11. Are the functions of the brain, the muscular and nervous systems in a healthy state?—Yes.

12. A. Are the abdominal organs in a healthy condition? B. Are the functions of the kidneys, bladder and other urinary organs in a healthy state and free from any tendency to disease? Please apply the tests, if there is any reason to suspect disease of the kidneys.—A. Yes. B. Yes.

1336 13. Has the person any predisposition, either hereditary or acquired, to any local or constitutional disease?—No.

14. Do you believe the person to be sober and temperate in his habits of life?—Yes.

15. Have the person's parents, brothers, or sisters been afflicted with pulmonary or other diseases hereditary in their nature?—No.

16. A. Has the person ever had any severe injury or illness? B. If so, has it had any effect upon his constitution?—A. No. B.

17. Is the application all filled out, and have you carefully read the same?—Yes.

18. Do you consider the life safely assurable, and do you recommend that a policy be granted? (Answer I do or I do not.)—I do.

(Signed) GEO. P. CARPENTER,
Medical Examiner.

Dated Cedar Rapids, I., Jan. 7, 1871.

☞ If the person is a female, ascertain and state whether she has had children; how many; when last pregnant; whether she has had any miscarriages, and are her menses now regular.

Additional remarks.

(On margin:) H. Smith, dep. cr. sent 9, pag. 87. Exhibit C. Fr. Bloodgood, comr.

1337 Questions, each of which is to be answered by the physician of the person applying for assurance:

1. Name of the person whose life is to be assured.

2. A. How long have you known him? B. Have you been in the habit of seeing him frequently? C. Have you given him medical advice? D. For what disease? E. At what time?—A. , B. , C. D. E. .

3. A. Have you any knowledge of the person's parents, brothers, and sisters? B. Have they been afflicted with any pulmonary complaint or any other hereditary disease?—A. B.

4. Has he at any time been afflicted with insanity, rheumatism, gout, dropsy, bilious colic, palsy, systoms of disease of the heart, aneurism, rupture, spitting of blood, asthma, chronic cough, affections of the lungs, or other viscera, or with any organic disease?

5. Has he any organic disease in any part of the body, or is any suspected?

6. Has he, in your opinion, a hereditary predisposition to any disease, and if so, what is it?

7. Do you believe he is now in good health?

8. A. Is he sober and temperate?—B. Has he always been so?—A. B.

9. Is he accustomed to much exercise or is he sedentary?

10. Is his constitution healthy, and are his habits and circumstances such as to render his life safely assurable?

Signed

Dated , 18 .

1338 *Friend's statement.*

I have been personally acquainted with George W. H. Johnson, of Cedar Rapids, during the last 4 years, and do believe that his habits of living are now temperate, and that he is now in good health, and does ordinarily enjoy good health, and that I know of no constitutional infirmity or other circumstances affecting him calculated to make an assurance on his his life hazardous, excepting* nothing.

Dated at Cedar Rapids this 7th day of January, 1871.

(Signed) J. C. MORRISON.

(Endorsement:) The Northwestern Mutual Life-Insurance Company, Milwaukee. Life proposed, George W. H. Johnson; occupation, merchant; age, 23; residence, Cedar Rapids, Io.; amount of policy, $2,000; premium, $59.86; kind of policy, 30 years' endowment, full term; how payable, semi-annually; agent, C. W. Copeland. Agents will please fill these blanks.

1339 MARION, LINN CO., IOWA, *May* 18, 1871.

W. H. FARNHAM, Esq.:

DEAR SIR: Your favor enclosing abstract of certain property of Hon. H. G. Angle is just received. The mortgage you refer to is not on the index of mortgage records, and consequently cannot have been filed for record at the time you mentioned, to wit, the 13th inst. How did you forward the mortgage, and who has it in charge, if any one? On hearing from you we will dispose of abstract as you request. Meanwhile we will retain it until we hear from you.

Truly yours,

(Signed) LOTHIAN & MITCHELL.

(W. H. Farnham, dep., int. 14, page 93.) Exhibit D, Fr. Bloodgood, comr.

*Add "nothing" if that is true, or whatever is the matter.

1340 MARION, LINN CO., IOWA, *May* 22, 1871.

W. H. FARNHAM, Esq.,
Asst. Secy. N. W. M. Ins. Co.:

DEAR SIR: Your favor of 19th inst. just rec'd. No such mortgage as you mention is on the "index," which by our law gives the "constructive notice," nor is there any trace of it on the record in the recorder's office, nor on the town-lot mortgage records indicated by letter, but by number, nor could the pages apparently be correct, provided it had been recorded in advance of its regular order by computing the space necessary for prior mort'g, as is sometimes done. It is very strange, and we cannot account for it. To unravel the whole mystery, will you please forward the mortgage to us either by mail or express, and if it is not regular and straight we will at once place it on file for record, and return it to you when recorded. Mr. Angle has not encumbered subse-
1341 sequently up to this time, and we can see no object to be attained by a pretended filing or recording, and therefore the affair seems more inexplicable.

Awaiting your further action, we remain truly yours,
(Signed) LOTHIAN AND MITCHELL.

P. S.—You will perceive that the mortgage must be returned in order to be recorded.

L. & M.

Exhibit E, Fr. Bloodgood, comm. W. H. Farnham's depn., 14, pg. 93.

1342 MARION, LINN CO., IOWA,
May 26, 1871—4 *p. m.*

W. H. FARNHAM:

DEAR SIR: Your favor of 24th inst. just recd. yesterday p. m. The recorded advised us that he had received the mortgage, which we, without computing time, supposed had been sent at our suggestion, until your present favor was recd. We at once, as requested before, brought forward the abst. of title to date, and forwarded it by mail at once on its completion. There has been no change in title nor incumbrance on the property described in mortgage, but there has been a deliberate attempt at fraud on the part of some one in endorsing the mortgage as being recorded, and which might have resulted in serious loss to your company, because "riches hath wings," and without any complicity or design on the part of Mr. Angle in its transaction, misfortune might
1343 overtake him, and his creditors might acquire rights in this property which would have been prior and senior to yours, all of which, however, has been saved by your action in reference to the abstract. Is not this transaction worth looking up sharply, for your future protection?

We received a telegram from Mr. Van Dyke, president of your company, from Chicago, to ascertain if all was right now, and no prior rights acquired since your mortg. was executed, to which we sent reply satisfactory on that point.

Truly yours,
(Signed) LOTHIAN & MITCHELL.

W. H. Farnham's dep., int. 14, page 93. Exhibit F. Fr. Bloodgood, comm.

1344 MARION, LINN CO., IOWA, *May* 25, 1871.

W. H. FARNHAM, Esq.:

DEAR SIR: Herewith please find abstract of title in the Angle mortgage matter brought up to date, as requested in your favor of a late date.

Our fees therefor ar' $3, which you may remit by mail.

Truly yours,

(Signed) LOTHIAN & MITCHELL.

W. H. Farnham's dep., int. 14, page 93. Exhibit G. Fr. Bloodgood, commr.

1345 MAY 24TH, 1871.

Register of deeds for Linn Co., Marion, Iowa:

DEAR SIR: Messrs. Lothian and Mitchell, abstractors, notify us under date of 18th inst., in reply to our request to continue abstract up to and including our mortgage, that they do not find the enclosed mortgage of H. G. Angle & wife to this company of date May 1st, 1871, on record.

If not on record in your office please record it immediately, though you will find upon the mortgage a certificate of record dated 13th inst., and we do not see why the recording should have been omitted.

Yours truly,

W. H. FARNHAM,
Asst. Cashier.

(Dep. W. H. Farnham, cr.-int. 9, page 105.) Exhibit H. Fr. Bloodgood, com'r.

1346 RECORDER'S OFFICE,
Marion, Linn Co., Iowa, May 25, 1871.

W. H. FARNHAM, Esq.,
Milwaukee, Wis.:

DEAR SIR: The mortgage from H. G. Angle and wife to the Northwestern Mutual Life-Ins. Co. came to hand this day, and was placed on file at 3 o'clock p. m.

The filing shown upon the mortgage is a fraud perpetrated upon me by some person or persons, who did not understand their business.

I can safely say that it never was in my office before, to my knowledge, and I have no such book in which I record town-lot mortgages.

Respt. yours,

(Signed) JOHN J. DANIELS, *Recorder.*

Dep. W. H. Farnham, cr.-int., page 105. Exhibit J. Fr. Bloodgood, comm'r.

1347 (Endorsed:) This deposition opened and filed by consent of parties this 24th day of December, A. D. 1873.

(Signed) GEORGE B. CORKHILL, *Clerk.*

1348 And afterwards, to wit, on the 19th day of October, the same being of the October term, 1874, of said cause, there appears in the records of the proceedings thereof in said cause the following decree, to wit:

United States circuit court, district of Iowa, October term, 1874, Monday, Oct. 19, 1874.

H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL LIFE-INS. CO., et al. } No. 317. Eq.

And now this cause having been submitted to the court upon the bill, "amended bill" of complaint, and the answer of respondent and replication filed herein, and the deposition and exhibits filed herein, and after argument of counsel, the court having fully considered the merits of the matters here in issue, it is ordered and adjudged that complainant's bill be dismissed with costs, and that defendant, the Northwestern Mutual Life-Insurance Co., have & recover his costs against plaint-
1349 iff, H. G. Angle, in this behalf expended, taxed at $, and that execution issue therefor, and complainant prays an appeal from said order and decree to the Supreme Court of the United States, which is allowed on giving a bond in the penal sum of five hundred dollars, conditioned as the law directs with sureties to be approved by the court.
Memorandum.

1350 And after the trial of said cause, the court having fully considered the matters, filed an opinion therein, of which the following is a true copy:

1351 H. G. ANGLE
vs.
THE NORTHWESTERN MUTUAL INS. COMPANY.

This is a bill in equity to set aside and cancel a bond and mortgage for the sum of $10,000.00, executed by the complainant to the respondents. The defendant is a life-insurance company of Milwaukee.

The complainant, through one Copeland, a Methodist minister, of Cedar Rapids, where the complainant lived, negotiated a loan for said sum with the respondents, upon the security of the bond and mortgage in question.

Copeland assumed to be the respondent's agent, and the complainant seems to have put entire trust in him. A short time before the day when the loan was to commence running, that is, the 1st day of May, 1871, Copeland obtained from the complainant the bond and mortgage in suit, and an order for the money with these papers, together
1352 with policies of insurance upon a part of the mortgaged property. Copeland presented himself at the home office of the respondent, in Milwaukee, and received from the respondent for the plaintiff the sum of money in question.

He then absconded with the money and has never since been heard of. The complainant seeks by this bill to have the bond and mortgage set aside—

1st. Because Copeland was the respondent's agent, and, therefore, the payment of the money to him was no payment to the complainant. In other words, that the money in the hands of the respondent's agent was at the respondent's risk, until it was paid over by the agent to the plaintiff.

The basis of this argument fails from the fact that, in my judgment, it clearly appears, from the evidence in the case, that Copeland was not,

as to this transaction, the agent of the defendant, and that Angle had no reason, except Copeland's assumption, to credit him as such. But,

in my opinion, the decision of this case does not depend upon the
1353 question of agency. For, assuming that Copeland was the agent of the respondents to negotiate loans in Iowa, it was perfectly competent for the complainant to commission him, specially, to receive the money in question. It is in evidence that the ins. company never entrusted any agent with money to be paid over to the borrowers. The invariable usage of their business was to send the money to their borrowers in drafts, either directly by mail or through their general agent, Mr. Martin, of Davenport. There is not the slightest evidence that Copeland went to Milwaukee at the instance or request of the respondents, or on their business. On the contrary, there is a decided preponderance of evidence to show that Copeland was sent to Milwaukee by the complainant.

Two respectable witnesses testify that Angle told them so, and there are strong circumstances to corroborate the truth of this admission.

When Copeland appeared at the home office of the respondents,
1354 what evidence had he to show the company that he was specially authorized by complainant to receive the money? He presented the strongest possible evidence of his authority. He had the bond and mortgage and the policies, transferred to the respondents, the very securities upon which the money was to be paid, and all intrusted to him by Mr. Angle. But, in addition to this, he presented an order from Angle to the company, to pay the money to him (Copeland) in currency. This order had what is admitted to be the genuine signature of Angle. Now, if this were all, there could be no question whatever that the company was justifiable in paying the money to Copeland, and that it was, from the time of payment upon that order, at the complainant's risk. But an attempt is made to impeach and nullify this order by the testimony of Angle, to the effect that it was altered, in a material part, after he signed it.

Angle testifies that he signed the order in blank, except the
1355 printed part; that the printed part of the order contained a direction to the company to pay in drafts to the order of the signer, "H. G. Angle;" that these words, "in drafts to the order of," were struck out after the signing without his knowledge, authority, or consent, and the words "in current funds" inserted; that by this alteration of the order the legal effect of the instrument was changed; that he (Angle) signed the order because it contained the words pay "in drafts to the order of" himself, since that made it impossible that any one could get the money without his endorsement of the drafts. This evidence of Angle is without corroboration.

There is no evidence whatever, except Mr. Angle's own testimony, that the order as presented to the respondent by Copeland was not in the precise condition in which it appeared when Mr. Angle signed it. Mr. Angle is testifying in his own interest to a fact which, if true, amounts to forgery.

The other party to the transaction is absent. We are without
1356 his version of it. Under these circumstances is the testimony of Mr. Angle sufficient to warrant a finding of the alleged fact of forgery?

Shall we assume in a judicial investigation, upon the sole evidence of a party in interest, that an order for the payment of so large a sum of money was signed in blank except as to the printed part by one of the best business men in Iowa, and afterwards altered by an act of for-

gery, so as to entirely change its legal effect? All experience proves that the testimony of parties to the record swearing in their own interest is not wholly reliable. The fact that parties, plaintiff and defendant, swear diametrically against each other even where the facts are within their personal knowledge is notorious. No one looks for anything else; and it would be a most edifying spectacle to the bench and bar to hear a man under a sense of truth giving testimony in favor of his ad-
1357 versary, and against his own interest. It would, therefore, be a dangerous precedent to annul solemn written instruments, and to set aside transactions evidenced by writing signed by the parties, upon the unsupported testimony of a party to the written instrument or transaction; and that, too, under circumstances rendering it impossible to procure the testimony of the other parties to the instrument or transaction. Deeds, notes, mortgages, written agreements, settlements, and compromises, evidenced by writing, would all be put in jeopardy if a party bound by them could, in the absence of the other party, by his unsupported oath, swear them away, and render them of no validity. What is the doctrine of probabilities founded upon all experience? Is it not more probable that a writing in which the parties have solemnly recorded their transactions embodies the truth, than that an interested witness, seeking to contradict his own writing for his own gain, speaks the truth?

It certainly is, and we must give the preponderance to the
1358 greater probability; and since the burthen of proving the alleged alteration rests upon the complainant, we are constrained in this case of forgery, in the absence of any corroborating evidence, to find the Scotch verdict, "not proven."

I do not wish to be understood by any means as impeaching or questioning the character of Mr. Angle for veracity. It is sufficient to say that human nature is full of self-delusion, and that men very easily persuade themselves to believe what their interest prompts them to believe. When, therefore, a past transaction is to be revived in their memories, the strong bids of interest readily seduces them into the belief that circumstances necessary to the protection of their interest existed in connection with the transaction, though perhaps these circumstances had no existence whatever.

What I mean to affirm is, that the uncorroborated testimony of Mr.
1359 Angle is not, under the circumstances of this case, sufficient to warrant a finding in his favor upon the matter of fact in question. It is beyond question that the complainant, by his own showing, put it in the power of Copeland to impose upon the defendant. The complainants placed in Copeland's hands, to be delivered to the defendant, the very securities upon which the money was to be paid. He also delivered to Copeland an order for the money, signed, as he says, in blank, as to certain material printed words, which Copeland was enabled to strike out, and insert in the blank just before them the substituted words, "current funds." Thus accredited by the complainant, he presented himself to the defendants and demanded the money. What reason had the defendant to suppose that Copeland was not entitled to receive it, seeing that Copeland had been entrusted by the complainant with the note, mortgage, and policies of insurance? Seeing Mr. Angle's
1360 genuine signature to the order, not in a blank, but filled up and complete, what reason had the defendant to suspect that Copeland was not authorized to receive the money, and that he had in fact committed forgery, by striking out the material printed words in question? It would surely be most unjust to charge the defendant with

a loss which manifestly resulted from the over-confidence which the complainant placed in Copeland, and from the complainant's unbusiness-like negligence in signing an order for money in blank and delivering it to be filled up, in complainant's absence, by Copeland.

When the order in question was presented by Copeland the whole of the written parts appeared in the blanks, in the same handwriting, and it is not questioned that Mr. Angle, by the act of signing the order in blank and delivering it to Copeland, authorized him to fill it up just as he did, except only the words in "current funds," which he alleges Copeland inserted in lieu of "drafts to the order of." But how
1361 was the defendant to make this discrimination?

Upon what grounds were they to conclude that Mr. Angle had signed the order in blank, and that Copeland, to whom he had intrusted it, had struck out certain printed words and inserted the words "current funds." They had every reason to assume that the order was filled up in the presence of Mr. Angle, and by his authority, before it received his signature.

It would have been a violent presumption on their part that a man like Mr. Angle would have signed an order for money in blank and delivered it to Copeland to be filled up at his discretion when Mr. Angle was not present.

In order to have arrived at this conclusion they must have assumed that Angle had been guilty of gross negligence, and to justify themselves in refusing payment they must further have presumed that Copeland had committed an act of forgery.

1362 The complainant's argument is that Copeland was the respondents' agent. If so, why did he give any order at all to the respondents to deliver money to their own agent? Payment to their own fiscal agent was payment to themselves, and it would have looked to them as an absurd proceeding on the part of Mr. Angle to sign an order to them to pay to their own agent. The loss must be born' by one of two innocent parties, and it is just that it should fall upon him by reason of whose carelessness or undue confidence in another it occur'ed rather than upon a party who exercised not only good faith, but all reasonable care and diligence.

J. M. LOVE, *Judge.*

Judge Dillon, having been one of respondents' trustees, took no part in this decision.

1363 And afterwards, to wit, on the 1st day of December, A. D. 1874, said complainant, by his said attorneys, filed in said clerk's office in said cause his appeal-bond, which said appeal-bond is in the words and figures following, to wit:

1364 *Appeal-bond.*

H. G. ANGLE, APPELLANT,
vs.
THE NORTHWESTERN MUTUAL LIFE-INSURANCE COMPANY, respondent.

Know all men by these presents that we, H. G. Angle, as principal, and Harry West, as surety, are held and firmly bound unto the Northwestern Mutual Life-Insurance Company in the full and just sum of five hundred dollars, to be paid to the said Northwestern Mutual Life-Insurance Company, its certain attorney, agent, or assigns; to which payment,

well and truly to be made, we bind ourselves, our heirs, executors, and administrators, jointly and severally, by these presents. Sealed with our seals, and dated this day of October, A. D. 1874.

Whereas at a circuit court of the United States in and for the district of Iowa, in a suit lately depending in said court between said H. G. Angle, as plaintiff, and said Northwestern Mutual Life-Insurance Company, as defendant, a decree was rendered against the said H. G. Angle, and the said H. G. Angle having prayed & obtained the allowance of an appeal in said cause to reverse the same, and having filed notice
1365 thereof in the office of the clerk of said court directed to said Northwestern Mutual Life-Insurance Company, citing and admonishing it to appear at a Supreme Court of the United States to be holden at Washington the second Monday of October next, 1875:

Now, the condition of the above obligation is such, that if the said H. G. Angle shall prosecute said appeal to effect, and answer all damages and costs if he fail to make his plea good, then the above obligations to be void; else to remain in full force and virtue.

(Sd.) HORATIO G. ANGLE,
By E. J. GOODE, *His Atty.*

Sealed & delivered in the presence of—
HARRY WEST.

Approved by—
J. M. LOVE,
Dist. Judge.

(Endorsed:) H. G. Angle vs. The No'west' Mu. Life-Ins. Co. Appeal-bond. Filed Dec. 2, 1874. George B. Corkhill, clerk.

1366 And afterwards, to wit, on the 19th day of December, A. D. 1874, there was filed in said clerk's office, in said cause, a citation, the original of which is as follows, to wit:

1367 UNITED STATES OF AMERICA, *ss:*

To the Northwestern Mutual Life-Insurance Company:

Whereas H. G. Angle has lately appealed to the Supreme Court of the United States from a decree lately rendered in the circuit court of the United States for the district of Iowa, made in favor of you the said Northwestern Mutual Life-Insurance Company, and has filed the security required by law, you are, therefore, hereby cited to appear before the said Supreme Court, at the city of Washington, on the second Monday of October next, 1875, to do and to receive what may appertain to justice to be done in the premises.

Witness the honorable J. M. Love, judge of the circuit court in & for the district of Iowa, this day of November, A. D. 1874.

1368 I accept due & legal service of within citation, and waive signature of the court to the citat.

Dec. 12th, 1874.

NOURSE & KAUFFMAN,
Attys. for the Northwestern Mutual Life-Ins. Co.

(Indorsed:) 317. H. G. Angle vs. The No'west' Mu. Life-Ins. Comp'y. Citation. Filed Dec. 19, 1874. George B. Corkhill, clerk.

1369 In the circuit court of the United States for the district of Iowa.

I, George B. Corkhill, clerk of the said court for said district, do hereby certify that the foregoing transcript contains full, true, and complete copies of the pleadings, depositions, documentary evidence, record entries, and final decree in a certain cause adjudicated in said court, wherein H. G. Angle was plaintiff and the Northwestern Mutual Life-Ins. Co. was defendant, as full, true, and complete as the originals of the same now remain on file and of record in my office.

In testimony whereof I hereunto subscribe my name and affix the seal of said court, at my office, in Des Moines, in said district, this 28 day of July, A. D. 1875.

[SEAL.]

GEORGE B. CORKHILL,
Clerk U. S. C. C., District of Iowa.

(Indorsement on cover:) No. 857. H. G. Angle, appellant, vs. The Northwestern Mutual Life-Insurance Company. Iowa C. C. U. S. Filed 29th November, 1875.

REC. 857—29

IN THE

SUPREME COURT

OF THE

UNITED STATES.

OCTOBER TERM, 1875.

H. G. ANGLE,	*Appellant,*	
vs.		*In Equity.*
NORTHWESTERN MUTUAL LIFE INS. CO., ET AL.		

APPEAL FROM THE CIRCUIT COURT FOR THE DIST. OF IOWA.

STATEMENT OF CASE.

The bill charges that The Northwestern Mutual Life Insurance Company is a corporation under the Laws of Wisconsin, and has officers, and an agency, and does business in Iowa as a Life Insurance Company—and connected therewith, lends money on real estate security—and did so exist and act prior to February, 1871, and continuously up to present time.

That one, C. W. Copeland, from about 1st February, 1871, until about 17th of May, 1871, acted as, and was the agent of said Insurance Company, in Iowa, in its business of lending money—was known to and recognized by them as their agent, and was in fact appointed by them as such agent and furnished with the proper and usual credentials, blanks, forms, &c., usually supplied to such agents.

That about the 12th of May, 1871, complainant effected a loan of $10,000, from said company, through, and by means of their said agent, Copeland—brought about by means of the representations of Copeland, and the exhibition of the printed cards and circulars of the company, showing their financial condition, &c.

That the loan was for three years and secured by bond and mortgage on real estate in Cedar Rapids, Iowa—which bond and mortgage were to be sent to said company at Milwaukee, (their principal office) after receiving the approval of their said agent, Copeland—and if found satisfactory, the money was to be paid or sent to complainant by the company. That in compliance with the terms of the said agreement with Copeland, complainant and his wife executed a bond for the sum of ten thousand dollars, and mortgage to secure the same, on certain real estate, fully set out in the bill, all in Cedar Rapids, Linn county, Iowa.

That the bond and mortgage were both delivered to said Copeland, as such agent, to be by him delivered to his principal, and the $10,000 to be paid to complainant.

That complainant, at same time, also delivered to said Copeland, two fire insurance policies on the other respondents herein, for $5,000 each, as further security for said loan.

That the bond and mortgage were prepared in form by said Northwestern Insurance Company, and sent to their said agent, Copeland, and when executed, were handed back to him with the said fire policies, assigned for them, and were all taken or sent by Copeland to said company, at Milwaukee, and by the Company duly approved and received, and ordered to Record in Linn county, Iowa, by them—and have ever since been retained and claimed by said company as their own by virtue of the aforesaid arrangement and agreement with said Copeland. That when said instruments were delivered by complainant to Copeland, and he had given a receipt in the name of the company, by himself as their agent, on a blank

form furnished him by the company, and generally used by them and their agents in such transactions—he, Copeland, produced and presented an order in blank (being a printed form used by the company, and furnished to said Copeland, agent, by them) and addressed to the said company to pay to.....agent..... .....dollars, on account of ....*in drafts, to the order of*..... and requested complainant to sign said order so that he, Copeland, might bring, or send him the drafts when he returned from Milwaukee, whither he was going to deliver the securities. That complainant examined the order and observing that payment was to be made "in drafts to the order of" the signer, concluded there could be no risk, and believing it to be the usual custom of the company in such cases to use and require such orders in dealing with and through their agent, signed the order and left it with Copeland, agent, &c.

That he expected to get his money in due time in drafts to his order, and made his business arrangements accordingly, but failing to get it, he, on the day of May, 1871, made demand for it on the company, and was informed that they had paid it to said Copeland, to-wit: on the 16th of May, 1871, on his, complainant's, order, and pretended to have such order, payable to "Rev. C. W. Copeland, agent" for $10,000, on account of bond and mortgage, payable "*in current funds*" —with the words "drafts to the order of" erased but not obliterated or rendered illegible—and falsely and fraudulently, with intent to avoid just responsibility, pretended that said Copeland was complainant's agent, and was never theirs, in the premises.

Complainant charges that if the money was paid on any order to said Copeland, reading, "in current funds" and signed by complainant, the same was forged by Copeland, or some one interested in cheating him, complainant, out of said $10,000—and such payment was wholly unauthorized by complainant.

That complainant never received said money, nor any part of it, and that Copeland was never his agent, nor did he ever deal with him except as the agent of the company.

That Copeland absconded as soon as he got the money, and said company fearing they would be prejudiced by their prior correspondence with him, at once sent an officer and agent of the company to his, Copeland's, residence, in Iowa, and ransacked and examined his papers, with his wife's consent, and took possession, and now has, or have destroyed the letters, papers, and correspondence between Copeland and the company, its officers and agents, which complainant charges, did, and would show his, Copeland's, agency and authority to negotiate said loan.

Bill prays the proper relief, as against fraudulent and void securities, &c., and calls for discovery as to the several matters set out in detail in the bill.

II.

The answer of the Northwestern Insurance Company admits :—

That it has an agency in Iowa for the purpose of transacting certain business connected with its business of life insurance. Denies that it ever had any agency or agent in Iowa authorized to negotiate loans, and admits that it is part of their business to lend money on real estate security ; but says it is prescribed by their Charter and By-Laws, and is their invariable custom to lend only on direct application to their executive committee at Milwaukee.

And admitting the loan of $10,000 to Angle, say the same was made according to above rule and custom only.

Deny that Copeland was ever engaged in any such business, for them, with their knowledge, or that they ever furnished him with any blanks or circulars for the transaction of such business.

Denies that its officers ever wrote to or received letters from said Copeland in relation to such business, or sent him any blank bond or mortgage to be executed by Angle and approved by Copeland, and returned to the company.

Deny that the company ever furnished Copeland with any blank form of receipt, to be executed by him for any bond and mortgage, or that such were usually furnished their agents.

Denies that the form of blank order charged in bill was used by Angle and Copeland.

Denies, (on information and belief,) that Angle signed said order because it was payable "In drafts, to the order of," as charged—denies that the order on which they paid the money was a forgery—denies that Angle trusted Copeland as the agent of the company—denies that the company ever took possession of or destroyed any correspondence of Copeland's, and denies that Copeland ever wrote any letters to or received any letters from the company on any business transaction whatever.

Says its State Agent in Iowa, I. T. Martin, did go to Copeland's house after he absconded, and procured from his wife a letter from Angle to Copeland, which will be produced in evidence, &c.

Admits that the usual mode of remitting amount of loan was by drafts to the borrower, on receipt by the company, of the bond and mortgage.

Admit that the words, "drafts to the order of," are in print on said order, and are erased by heavy lines drawn over them with some kind of ink, and apparently at same time or before Angle's name was signed, and charges that the words, "current funds," are written in the body of said order in a blank space, apparently left for the purpose, in the same hand and ink, and apparently at same time as balance of the order, and denies that same was changed after Angle signed it.

States that they paid Copeland the $10,000 as the agent of

Angle, and had no cause to believe there had been any fraudulent act on the part of Copeland.

Charges that Angle negotiated the loan directly with and through the executive committee, and none of the papers went into Copeland's hands with the knowledge or procurement of said company.

Charges that the bond and mortgage were filled out in Milwaukee in due form, and sent to I. T. Martin, to be *by him* forwarded to Angle for execution, and further charges, "That in pursuance of a written request and statement of the said Copeland that Mr. Angle requested the said papers to be sent to him by the said Copeland, for him, the said Angle, the said Martin transmitted said bond and mortgage by mail to the said Copeland."

That Angle sent bond and mortgage, and policies of insurance, by Copeland as his agent, to the company at Milwaukee, and gave him an order for payment of the money in current funds, and they paid him, Copeland, on the 16th of May, 1871, taking his receipt on the back of the order.

Upon the issues thus joined, the case was heard—upon an immense mass of evidence, consisting of letters, documents, and depositions—the bill dismissed and complainant appeals. Other facts will be found referred to in the

ARGUMENT.

We claim that the Northwestern Mutual Life Insurance Company, the only real defendant herein, had made C. W. Copeland their agent in Iowa, to solicit policies of insurance, and that he had assumed the right to solicit or place loans for the company with their full knowledge. That he was their immediate agent throughout all this negotiation for this loan by Angle. That he was furnished with the printed blanks and forms for transaction of the business by the company, or its general agent, Martin. That he was publicly advertised in

the newspapers and by printed posters in public places as the local agent of the company, and held out to the world as such.

That the company advertised in their printed statements and circulars, having Copeland's name attached as special agent, "Money to loan," "Loans in Iowa equal to amount of premiums received," &c. That Copeland recommended Angle as a fit person to lend $10,000 to, because of his prominent position and influence, which was endorsed by Martin, the general agent. That Angle's appraisement was signed by Copeland *as agent*, as well as by the regular appraisers selected by Martin and Copeland.

That Mr. Farnham, assistant cashier of the company, whose particular business it was, wrote to Lothair & Mitchell, abstract men at Marion, the county seat of Linn county, Iowa, on the 19th of May, 1871, three days after the money had been paid to Copeland, as follows: "The mortgage of Hon. H. G. Angle, of Cedar Rapids, Iowa, is now in our possession, and was brought to us by *our* agent, Mr. Copeland, of Cedar Rapids." See Ex. 2 to Lothair's deposition.

And we argue that if this Court concludes that Copeland was recognized by the company as its agent, touching this negotiation for loan with Angle, then Angle was justified in giving Copeland an order to present, with the bond and mortgage, for the amount of the loan, and it was at the company's risk when delivered to their agent for transmission to the borrower. They put him, Copeland, in a position to deceive Angle, and so far as Angle trusted him at all, it was on the faith of his being trusted by them as their agent.

Much stress is laid upon the assertion in appellee's answer and the testimony of its principal officers that it had *no* loan agency whatever; that loans were only made by *direct* application to the executive committee, who responded and dealt directly with the applicant. We call attention to the evidence showing this to be entirely untrue, not only in Angle's loan

but others in Iowa. First in Krebs' application for loan. (See testimony of W. W. Smith, merchant, and for whom Krebs was book-keeper—and Krebs' deposition—also Exs. D, E, F, G, H, I, J, K, L, M, & N, to Krebs' deposition.) This was originated by Copeland, and the first application rejected by Martin, *in his own name*, on a printed letter-head of company—and the acceptance of the proposition for loan eventually and following signature of the President, is, "Through I. T. Martin, Esq., Davenport, Iowa, State agent." (Ex. G. above to Krebs' testimony.) Krebs says, Martin sent me blank bond and mortgage, and *Martin* paid me the $1,000 loan *here* (Cedar Rapids) *in draft to my order*, and I gave *him*, Martin, a receipt in July, 1871—he required me first to send to Marion and get my abstract brought up to date of payment.

This is just the order in which such business was usually done, according to the testimony of the officers of the company, yet this course was departed from in the Angle case, because, as we say, the company trusted to Copeland, their agent, too implicitly. The officers at Milwaukee say it was the *invariable* custom to send the amount of loan to the borrower *in drafts* to his order. Why did they not do so in this case? If they had, their agent could not have stolen the money, nor been tempted thereby, as he was, doubtless, to leave for parts unknown.

Haines, Leach, Bevers, Tomlinson, and others, all say Copeland publicly acted and held himself out as agent for negotiating loans, had and distributed circulars, &c., which advertised money to loan by the company, was recognized by Martin, general agent, as loan agent, and Martin boasted of his efficiency as such, in that he had *talked over* some banker at Marshalltown, Iowa, (who was bitterly opposed to insurance companies and agents) into taking a policy and loan, and also had gotten up N. B. Brown's application. See Tomlinson's evidence. Copeland was all right and a wonderfully efficient and honest agent as long as the interests of the company was

being promoted by him. But having given him the power to deceive, cheat, and mislead honest people, and he proving most eminently successful in that line, they at once repudiate him and insist he never had any power to bind them. That's the old, old story and this company ought not to profit by it.

Copeland also wrote to Martin recommending Angle as a good person to make a large loan to, and Martin forwards Copeland's letter to the company at Milwaukee, Copeland signs Angle's appiication as agent—was in the regular employment of the company as agent—(See auditor's certificate) had the blanks, forms, and circulars of the company, took charge of Angle's application, got up the papers, appraisement, &c., brought him the bond and mortgage to be executed, and there appears in the whole record not one solitary circumstance tending to show to Angle that Copeland was not fully recognized and trusted by the company as its authorized agent. The company gave its general agent, Martin, certain blanks, forms, circulars, &c., and by its power of attorney authorized Martin to employ sub-agents, and to print handbills, posters, &c., with the sole restriction that it must be done at his expense. Martin appointed Copeland as early at least, as February, 1871, (though Copeland had in fact been acting as agent from October, 1870, as shown by the evidence) and notified the company in letter of March 28, 1871, to Vandyke, that "Copeland is now in our employ as special agent." See Ex. 21, to Vandyke's deposition.

Martin went up to Cedar Rapids and paid off the printing bills for circulars, forms, &c., ordered by Copeland. Copeland's name is signed *as agent* on Craig's and Gordon's applications for loans in December, 1870.

Martin wrote to the postmaster at Cedar Rapids, after Copeland absconded, ordering the postmaster to send all Copeland's letters with the *Insurance Company's return card* on them to him at Davenport. There were several with such return card thus sent. "Copeland's box would *get full* and we

had to take them out and *sort* them," says the postmaster. (See Chas. Wears' testimony; also R. H. Dutton's.) Yet the company, through its officers at Milwaukee, say they never wrote to or received letters from Copeland! Again, Martin went immediately to Copeland's house after Copeland absconded, and *took possession of his private papers and letters, also took Mrs. Copeland into his employment at Davenport!* Martin was general agent, had almost plenipotentiary powers in his territorial agency, (and seems to merit the trust) and nearly all ("the larger portion of the papers") the correspondence, both as regarded loans and insurance in Iowa, passed through Martin's hands. See Martin's testimony. All the correspondence in reference to Angle's loan was through Martin and Copeland. And see particularly Martin's letter of April 1, 1871, (Ex. 42,) to Copeland, where he says "the company desires him, Angle, to complete the security papers as soon as practicable and place *on file with us*, so the money will be furnished earlier if possible. *Please see to it that this is done.*" Was this faithful State agent, Martin, all the time misrepresenting the company, exceeding his powers, and talking and writing of things with which he had nothing to do? Did the company know nothing of all these things? If this loan business was transacted alone with the company, or executive committee or directors, why does Martin write thus to Copeland? If Copeland was an unknown quantity, in all this business, to the company, why were the "security papers to be placed on file *with us?*" and why was Copeland pressed to see that "this was done?" If the company had never conferred nor corresponded with Martin, is it probable that he, Martin, would have said the company desires an early completion of the papers. How did he know this? And why did he write to Copeland if *he* had nothing to do with it?

No, no, it does seem to us, that in view of the *countenance* given Martin and Copeland by the company and its represen-

tations, there really can be no doubt as to where the loss should fall in this case, even supposing there had been no forgery.

III.

Again the company asserts through its pleadings and the testimony of its officers that it was the invariable custom to have mortgage executed and abstract of title, showing incumbrances, &c., up to date of mortgage, have the mortgage and abstract transmitted to the company at Milwaukee, then submit the same to their home counsel, and if approved as in proper form, &c., by them, to return the same for record upon the abstracts being brought up to date of recording same, and then, and only then, pay the amount of the loan to the borrower, *in drafts to his order*. In the Angle loan this plan was persistently disregarded. The bond and mortgage were sent to Martin by the company, to Copeland by Martin, were presented to Mr. and Mrs. Angle by Copeland, and executed by them, and returned to Copeland. The abstracts were brought up only to March 23, 1871. Copeland forged an indorsement on the mortgage purporting the record of the same, then took it in person to the company; it was submitted to their home counsel, Palmer, Hooker & Pitkin, and reported on favorably, the money was paid to "Copeland, agent," on a forged order, and *then*, and not till then, does Farnham, the officer in charge of that particular department, send to Lothair & Mitchell to have the *abstract brought* up to date of record of mortgage. And *then* he ascertained that the mortgage had not in fact been recorded at all.

This loose way of dealing, as they would probably have it considered, can be largely explained by the undue confidence reposed in Rev. Mr. Copeland, their agent. This was natural enough in view of their denominational relations. (This Insurance Company is spoken of in the depositions as a Methodist institution.) Copeland was a Methodist preacher of great

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celebrity. He had, in the latter part of 1870, got on such terms with Martin as led to the exchange of terms of endearment as "Dear Bro. Martin" and "Dear Copeland." Martin urged and finally persuaded Copeland to give up the ministry for the insurance agency. In these relations, we repeat, we have a clue to this great confidence reposed in Copeland by the company and its agent, and the utter lack of the usual precautions in such cases.

We insist that the evidence is conclusive as to Copeland's being the agent of the company. There is nothing tending to show that he was Angle's agent, or ever trusted by Angle in any respect, except as the company's agent. The pretense that he became Angle's agent because Angle gave him the order for his drafts is flimsy, when we revert to the fact that Copeland represented that this was the usual way, when he presented the blank *form* for the order partly printed, which he had among many other forms in blank, confessedly in his hands as agent, when he gave Angle a receipt, likewise on a prepared printed *form*—several days prior to this order—for the bond and mortgage, and signed the same as agent for the company, and which receipt contained the proviso that when the money intended to be lent was paid this receipt *should be returned.* (See Ex. "S.")

And the ground for a mere pretense gives way entirely when we look to Angle's action in reference to the proceeds of the draft—acts contemporaneous with the giving of the order—drawing the money by Copeland, and his absconding. The Court will observe the following dates and acts:

May 10, 1871: Mrs. Angle, at Copeland's request, signed the mortgage during Angle's absence.

May 13, 1871: Angle signed bond and mortgage, (which bore date May 1, and the stamps thereon were cancelled as of that date,) and took a receipt, (Ex. "S," aforesaid,) from Copeland as agent for them.

May 15, 1871, (Monday:) Copeland left Cedar Rapids.

May 10, 1871: Stamps on the order for drafts are cancelled.

May 12, 1871: The order *bears date* showing that the same was executed in blank as Angle states.

May 23, 1871: Angle's note at bank in Chicago fell due.

May 18, 1871, (Thursday:) Angle went to Ottumwa and left notes, (Exs. "W" and "X," written Wednesday evening, 9 o'clock,) with his wife, as to disposition of "*drafts*" when they should have been sent or brought from Milwaukee. See particulary Ex. "X."

May 22, 1871: Angle left note with Hinkley—Ex. "A" to Hinkley's deposition—as to disposition of drafts, to be sent by Copeland.

May 16, 1871: Palmer, Hooker & Pitkin, home counsel, examine the bond and mortgage, (which were dated May 1, 1871, and abstract brought up to May 1, 1871, only,) brought by Copeland, and report all right.

Same date: The money paid to Copeland.

Same date: Farnham writes to Lothair & Mitchell to bring up abstract to the date of apparent record of mortgage.

May 18, 1871: Farnham writes to Lothair & Mitchell, styling Copeland "*our* agent," in connection with this matter of Angle's loan and title to property, and recording the mortgage.

May 23, 1871: Angle's note in Chicago matured. It is not at all probable that Angle would hurry Copeland off on the 15th—from Cedar Rapids, Iowa, to Milwaukee, a days journey by rail—to get "current funds" from a loan by the Insurance company, in order to meet a note that yet lacked eight days—besides days of grace—of maturing.

It is probable and reasonable that he should wish to hurry him off with an order that necessarily involved the sending or bringing back of "drafts to the order of" Angle, in order to give him time to take them to Chicago and make his arrangments for his note. All the positive testimony on the subject is in accord with this reasonable hypothesis.

And here we beg the Court to consider that Angle was known to Copeland and Martin as a first-class business man, and had been represented to the company as a gentleman of large influence, good position, and in every respect worthy. Under such circumstances should not this company, represented, as we have a right to presume, by careful, sharp, active agents and officials, have known at once that a man of the capacity of Angle would not have been likely to give an order for "current funds?" Such an order was so unusual, so out of the ordinary way of doing business, and especially that he should erase the order for drafts and substitute "current funds," as to put any business man on his guard and lead him to inquiry. If they failed to do this, it was their fault. If they did not because they were not such business men, then it is still the fault of the company, and not ours. We undertake to say that they must have known, and did know, that not one man in a thousand, having transactions to this amount, ever did or would make such an order. If he was so foolish as to do this, this of itself would be evidence of such lack of business capacity as to justify a refusal of the loan, for no such man could be safely trusted. It is utterly improbable that he ever could have been so inconsiderate and this they must have known, or could, by the exercise of any care whatever. Why, this unusual method of doing business struck the witness Lyman Clark, as it reasonably would any one, instantly, as you will see from his testimony, when Copeland called upon him with this $10,000 draft for identification, in Chicago. He immediately asked why did'nt the company make the check payable to the loanee. "Oh," said this im-

maculate agent, " this *was* the *usual custom*, but the company had the *utmost confidence* in me (him) and had it *paid to him* to *carry* to Angle." Copeland knew whose agent he was, and though he knew he was about to steal this money, he could not bear false witness so much as to make himself Angle's agent, nor misrepresent the custom, or misstate the "utmost confidence" of the company whose business he proposed to be representing, after quitting the pulpit and engaging in the, to him, more profitable business of "procuring policies and placing loans." This testimony is but corroborative of what we claim, a claim amply and abundantly sustained by almost every line of this entire record.

It seems preposterous to claim, in view of all these acts, done before Angle knew that Copeland had received the amount of the loan " in current funds," that Angle had made Copeland *his* agent and sent him with an order for the money. Besides, we have Angle's positive evidence to the contrary.

The mere fact that the company once paid Copeland $5,000 on the N. B. Brown loan, on Brown's order, is entitled to no weight as tending to show that the company had a right to treat him as Angle's agent. Because, first, at the time of payment of the Brown loan, Copeland was not the company's regularly appointed agent, (though he was acting as agent for Martin.) Second, Brown's order was not on any printed form represented as being in use by the company or its agents. Third, the order by Brown was not payable to Copeland, "agent," not payable " in drafts to the order of," nor " in current funds," but a plain unaltered order to pay so many dollars to Copeland. (See the Brown order, set out in Van Dyke's testimony.) Fourth, such payment to Brown through Copeland is stripped of any possible significence in this case, when it is remembered that there is an entire absence of testimony that Angle had any knowledge of such transaction. He however in his case acted upon what the company was *then* doing, the confidence they *then* reposed in Copeland, and all the evi-

dences which they or their general agent, Martin, permitted him to have and carry with him, of right and power to act for and bind them.

V.

We come now to our last point—that the order presented by Copeland to the Insurance company at Milwaukee, was a downright, palpable, glaring forgery, and that the company was grossly careless in paying the same without inquiry. A telegram to Angle would have remedied all this evil, prevented loss to anyone, and resulted in the conviction of a dangerous villian and thief.

"Pity he loved adventurous life's variety.
He was so great a loss to good society."

Just look at this order when handed in by the Rev. Copeland! It was payable to Copeland, *agent*, had printed as a *conclusion* of the instrument immediately preceding the signature the words, "drafts to the order of," showed on its face that it related to the proceeds of a loan "on account of bond and mortgage," which the company say they invariably remitted in "drafts to the order of" the borrower; showed an erasure but not an obliteration of these words, and *crowded* in a very inadequate space between the words "in" and "drafts," (left doubtless for the words "sight," or "thirty day," or "New York," or "Chicago," or something specifically characterizing the *kind of drafts* wanted,) the words "current funds," (written, as some of the experts say, in different ink.) Surely all this was enough to put any reasonably good business man upon inquiry. The very addition of the words, "current funds," was sufficient. The order was as good payable in dollars alone. The addition of "current funds" only tended to make the order non-negotiable and draw upon it suspicion. Yet the officers of the company never noticed the alteration. Copeland himself virtually called their attention to its pecu-

liarity by hastening to give a reason, unasked, for Angle's giving him authority to get "current funds," to-wit: that Angle wanted the money in Chicago to meet a note. And yet, even after this declaration by Copeland, that he wanted Chicago exchange *for Angle*, and with full knowledge that the money was still Angle's, they give Copeland drafts *to his own order* instead of to Angle's order. All this is utterly unaccountable, save and except upon the theory that the company supposed they were sending Angle his money by their own agent, in whom they had implicit confidence; or upon the theory that the company was so culpably negligent as to the altered order as to draw down upon themselves the loss that resulted from the forgery.

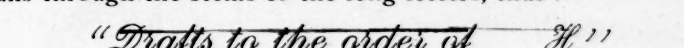
We call attention to the rule of law on this subject, and some authorities in support thereof.

Before doing so permit us to say that we think there can be no serious controversy about the fact that the order as Angle signed it was afterward altered by Copeland.

Angle swears to it positively, and there is no contradictory evidence, save that which may possibly be claimed as arising out of the testimony of experts, which of itself is all conjecture, contradictory and inferential, and which is more than all other testimony pre-eminently unsatisfactory and unreliable.

Should the Court conclude, from an inspection of the erasure lines, that any fact or inference is suggested prejudicial to our view of the case, we call attention to the fact that not a single witness examined as an expert, testifies to having examined with a glass in reference to the fact claimed on trial in court below for the first time, that the upper erasure line was made befor the H in the signature was made.

We think the upper erasure line was made for the sole purpose of being extended to the H, and raising this very doubt. There was otherwise no need for it. It erases nothing, only runs through the stems of the long letters, thus:



There was no need of extension beyond the letter f, where the two deep erasure lines stop. And there was apparantly a second stroke to make the extension to the letter H. Did that line stand alone, it would not be an erasure, and there would have been no harm done—hence immaterial *when* made.

Then too is it not utterly improbable, if Angle made the "*heavy lines* erasures," as they insist, that he should have gone about it with such apparent care and deliberation. See how perfectly straight and regular they are—evidently done with the aid of a *rule*. Upon this theory he was so *solicitous* that *his agent!* should get the money in "*current funds!*" and nothing else, that he is careful by the aid of a rule —and good pen, so as to avoid all blotting—to blacken *regularly*, from the beginning to the end all these letters; and then, as if he had not yet done enough, he draws the pen with different ink, *irregularly* through the *top* of the letters, and says to this order, now go—*my* agent! can bring me "current funds," and no such miserable stuff as "drafts payable to my order!!" No man who knows H. G. Angle believes he ever did so foolish a thing as that. No one looking at his signature—evidence of the quick, active business man—will believe that he ever so changed that blank.

It is argued that Angle must bear the loss because he left the order in such condition that Copeland could fill a blank space with "current funds," and thus impose upon the company. And it is further suggested that in case an order is left blank and incomplete, the holder may fill in to make complete, even though he should erase something already inserted. We call attention to the case of *Ivory vs. Michael*, 33 Mo., 400. That was a case of delivery of note in blank as to day of payment. The person to whom delivered, (who was in fact the agent of the maker,) filled the blank, without authority, with "thirty days," and the broker refusing to take the note without a stipulation as to interest, the agent added to the note, "bearing ten per cent. interest after maturity." The court say:

"It is true as a principle that he who signs a note or bill with blanks in it, and delivers it to another authorizes such other to fill the blanks, but that principle cannot be invoked in this case except to warrant the insertion of the words, 'Thirty days,' in the blank. The insertion of the words, 'bearing ten per cent. interest after maturity,' was not the filling a blank as the note was perfect without it, but it was *adding* words, *materially changing* the *terms* of the contract," &c.

An order for $10,000. payable "in drafts to the order of" the drawer, is very materially changed in its terms by erasing "drafts to the order of" and inserting in lieu thereof "current funds."

Also we call attention to the case of *Mahame Bank vs. Douglass*, 31 Conn., p. 170. The instrument in that case was a printed blank bill of exchange, in the form following :

NEW YORK,.....185..

Sewell, Ferris & Co.:—

Pay to.....

.....*Dollars.*

FORBES MANSON.

29 Wall Street.

This bill of exchange, or order, was indorsed in blank by William Douglas, to enable Manson to draw money on it. After such endorsement, Manson, without the knowledge of Douglas, altered the blank form by erasing the words, "New York," "Sewell, Ferris & Co.," and the figure "5," so as to make the instrument sued on read :

CANAAN, May 16, 1860.

To Van Antwerp & Co., No. 9 Wall Street, New York City:

Ninety days after date, I promise to pay to the order of William Douglas, Thirty-five hundred dollars, value received, at the Metropolitan Bank, New York City.

FORBES MANSON.

The Court say: "the words printed in the blank were so located as to render it impossible to make it any other than a bill of exchange, or to assign to Sewell, Ferris & Co., any other character than drawees of a bill, and the other printed words were so located as to clearly indicate the intention of the original authors of the instrument to make it a bill of exchange. It was then a bill of exchange begun and so far developed that its character could not be radically changed or altered without destroying it." After proceeding to state the general rule as to alteration, &c., the Court proceeds to notice and dispose of the very question which arises here, to-wit:—whether the bank was guilty of negligence, &c., in paying such an instrument after erasure of printed matter, &c., and the Court say, "that there remained upon the face of the paper after all of the erasures, distinct and unmistakable evidence of its original character, and of the radical changes it had undergone, evidence that it was originally intended for a bill of exchange on Sewell, Ferris & Co., an inspection of the paper clearly demonstrates; evidence, in our judgment, amply sufficient to *excite distrust* and make it the duty of any one to whom the paper might be offered, to inquire when and by what authority such erasure and alterations had been made." The authority of one to whom the maker instrusts a paper entirely blank or partially filled, &c., is conceded, but the Court proceeds, "but where one indorses an inchoate instrument of either kind, the presumed authority which passes from the endorser with the instrument *is only to fill up existing* blanks *in order* to complete the instrument begun. It can never be presumed that a special agent is authorized not only to do what his principal has left undone, but also to *undo* what his principal has done, and do another thing instead of it, and the fair presumption is, that the defendant intended to indorse a bill of exchange on Sewell, Ferris & Co., and for his own security against the substitution of any other drawees on any other kind of instrument *carefully developed* the form and dis-

tinctive features of the bill in these particulars. .....It seems more in accordance with reason and principle to hold that the effect of apparent erasures and alterations in exciting distrust, and "putting upon inquiry," depends more upon the significance and importance of the words erased than upon the way in which they were first impressed on the paper, (printed or written) and such we are satisfied is the rule of law." The Court conclude that there was no legal implication of authority in Manson to make the erasures and alterations, and that they were such as to excite suspicion and demand inquiry. We also refer to case of *Gardner vs. Walsh*, 32 Eng. Law & Eq., 162, where the Court declares the true rule to be thus: "It is enough that the altered instrument, if genuine, would operate differently from the original." We also call your Honor's attention to the case of *United States vs. Linn, I Howard III*, where the rule is laid down thus—"but it is said the law imposes upon the party who claims under the instrument, the burden of explaining the alteration. This is the rule, undoubtedly, where the alteration appears on the face of the instrument as an erasure, interlineation or the like. In such case, the party having the possession of the instrument and claiming under it, ought to be called upon to explain it. *It is* presumed to have been done while in his possession." We invite especial attention to this case.

We also refer your Honors to the case of *Wood v. Steele*, 6 Wallace, 80, where the Supreme Court, U. S., declare very clearly the *established* rule on this subject. They say "the *materiality* of the alteration of the instrument is to be decided by the *Court*"—and further, "the rule, that where one of two innocent persons must suffer, he who has put it in the power of another to do the wrong, must suffer the loss, and that the holder of commercial paper taken in good faith and in the ordinary course of business is unaffected by any latent infirmities of the security, *have no* application in this class of cases. The defendant could no more have prevented the al-

teration than he could have prevented a complete fabrication! (This was a mere alteration of the date making the time *longer*,) and he had as little reason to *anticipate* one as the other. The law regards the security after it is altered as an entire *forgery* with respect to the parties who have not consented, and so far as they are concerned, deals with it accordingly." A vast number of cases are cited by the Court, to which we invite attention.

Without further elaboration we submit the case, confident that this Court, examining the record, as it will *de novo*, will have no difficulty in relieving this appellant from a most erroneous and unjust decree.

WRIGHT & LOWE,
for Appellant.

IN THE

SUPREME COURT

OF THE

UNITED STATES.

OCTOBER TERM, 1875.

H. G. ANGLE, *Appellant,*	)	
vs.	)	*In Equity.*
THE NORTHWESTERN MUTUAL LIFE INSURANCE CO., *Appellee.*	)	

APPEAL FROM THE CIRCUIT COURT FOR THE DISTRICT OF IOWA.

APPELLANT'S REPLY.

We have but little to add to our opening argument. Some few things, however, advanced in the argument of appellee—and but very few, notwithstanding its great length and evident great struggle to uphold a most indefensible decree—would seem to require, at our hands, at least brief notice.

The *Rev.* C. W. Copeland commits *three* crimes: *first*, forgery in *altering an order*; *second*, in falsely and feloniously *marking*, in the name of the recorder, *a mortgage as filed for record*, when it was not; *third*, in *stealing ten thousand dollars*, belonging either to appellant or appellee, and this court is asked to determine which of these parties shall suffer for his admitted crimes. One of these parties must suffer for his

EXPERTS.

Another, not uncommon, very weak and most unsatisfactory point upon which appellee relies, is the attempt to show that the words "drafts to the order of" were erased by Angle, or by some one, before he signed the order, by the testimony of experts. In this case we do not feel that we are injured by their opinions when all are considered. But we must enter our emphatic protest against this effort to overcome the solemn oath of a most reputable man by the opinions of these so-called experts. We have experts in medicine, experts in science, experts as to handwriting, experts as to the age of horses, experts in everything, and they come to the witness stand with a wisdom which causes courts, juries, and a gaping crowd to stand in awe, learnedly descant upon their favorite theme, ("twenty doctors expound one text twenty ways, as children may *descant* upon plain song," and as De Quincey said, "upon that simplest of themes, how magnificent a *descant*!") and so on to the end; until amid professional jargon and learned logic, twelve solons on the one side and twelve on the other, you are left in an inextricable maze, unable to determine whether the patient suffers from a compact, fibrous, foliated, striated, or conchoidal fracture, or neither; or, whether a criminal charged was, or was not, by reason of his mental condition, amenable to the law, or whether a pen stroke was made by a *steel* or a *quill* pen, made before or after something else, or by the hand of one person or another. The court or Legislature which would drive these owl-eyed, jury-befogging *savants* from the temple would be doing the administration of the law a grand service and entitle itself to the benedictions of mankind. They quarrel with each other, speaking from the same premises, and the same scientific standpoint, they make merchandise of their attainments, debauch science itself, and then ask that the rights of parties shall be settled by rules upon which they cannot agree, or if agreed as to rules, then upon conflicting

constructions and views frequently the more conflicting, as the *professors of the art* are esteemed skilled and learned!

Now we repeat that the experts in this case do not hurt us. But we make these comments because the effort is made by the opinions of cashiers, bankers, merchants, &c., from keen-eyed inspection, to fasten perjury upon our client and to show, if anything, not only that he swears falsely, but that, instead of being the shrewd, alert, intelligent business man that he is, he is next to an idiot—doing things in relation to a large transaction which stamp him with criminal carelessness and inexcusable negligence. And this brings us to

THE FORGERY.

It is said that only Angle swears to the alteration of this order. Who else could do it? The *Rev. agent* of the company is not to be found. Who else was present when it was signed? None but these two. The law makes Angle a competent witness and his life (a life honored by holding, as the record shows, many places of the highest trust, a life of most successful business), entitles him to credit. All the positive or affirmative evidence at his command he produced. But here, as in almost every case, there is *internal* evidence, facts which accord or otherwise, with the wisest experience of men, which commend themselves to the good sense and business observation of courts and all intelligent persons which are of far greater value than the most positive evidence of a witness on the stand.

Can any man living tell us any good reason for erasing those words by Angle? Where was the necessity for it? Why should he do it? What was to be accomplished? If *sane*, does anyone believe he did erase them? Now the record shows and counsel on the other side speak of him as a *shrewd, sharp, intelligent business man.* His circumstances, his lifework, this whole record shows that to be true. Where did he want this money? In Chicago. What for? To pay a debt. In these

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days, how is money transmitted from place to place? *In currency by private hand?* Every one says no. In all the experience of this company, with all its wealth, all its means, all its many transactions, covering millions annually, can another instance be found where currency was asked instead of drafts, and especially for so large an amount as here, ten thousand dollars? Does not every sensible man know that if Henry G. Angle drew those lines over those words, or allowed it to be done, before or at the time he signed that order, that he was then and there a fit subject for a lunatic asylum instead of the careful business man that he was? And will this court believe that he acted so directly contrary to what would be the course and practice of even a moderately careful business man? Now there is the *fact* and we state the experience and observation of men every day and everywhere. What are the opinions of experts worth in the face of this internal evidence, this obvious rule and course of business life?

But, contemporaneous with the making of the order, we find that, before he knew or had reason to suspect the larceny of this hypocritical thief, he spoke in his *orders and letters to his wife and tenant*, when he was leaving home, of "*drafts*," not "*current funds.*" He knew what he wanted, what he was expecting and what he was to have.

Why, the unbusiness-like character of this paper struck the agents of the company at Milwaukee, for they at once asked what was wanted with *so much currency*, and their *reverend agent* made the miserable excuse that Angle had a *note to pay in Chicago and needed the money there!*

But it is said that Angle was careless in not, by pen strokes or otherwise, *filling* up the space between "in" and "drafts," leaving it in the power of Copeland to fill in the words "current funds." Now, will the counsel be good enough to tell us what words it *was possible* for Copeland or any one else to insert in that place to our prejudice, so long as the words in print were left to stand? We have endeavored, with the best thought we could give to the subject,

to think of what could *possibly* have been inserted which could have placed these drafts or their proceeds in the hands of, or subject to the order of, any other person than Angle.

But again: We submit that if we conceded their claim that these words were erased by Angle, (or by Copeland or his agent having the right to do so,) then the company *has never complied with our order.* They say we drew on them for "*current funds.*" *Have they ever complied with that order?* By no means; for it is undenied that they handed Copeland *drafts on Chicago,* payable to *his* order. (Van Dyke's Dep., Fol. 1,007, 1,035.) It is no answer to say this was better for Angle. If he made the order in the form they claim, he had a right to insist that, "as nominated in the bond," it should be paid, and it is not for them to say it was just as safe and better for him to pay in drafts. We therefore claim that, accepting, for the sake of argument, their theory, they have never complied with our order. It is no answer to say that Copeland was our agent and might, in his discretion, take drafts. His authority was *prescribed and limited by the writing.* This was seen by and known to the company. At their own peril did they pay him otherwise. It is just as much a departure as if the instrument had remained in all its parts as we made it and they had paid in "current funds." Accepting this theory, we had a right for a reason, good or bad, wise or unwise, to make this apparently foolish order; and, until they comply with it, are they discharged? We insist not.

CONCLUSION AND MANY MATTERS BRIEFLY.

It is said that counsel and the court below *examined* this order with a "powerful microscope." Of this there is no evidence; but if so, we only add that we have done the same, and invite the court to a like tour of inspection, for we fear not the result. We know the glass will not convict

Angle of perjury. [The original is in the written transcript, p. 1,213.]

Again, it is said that the burden of proof is upon us, that we bring this bill, and that, as we affirm, we must maintain.

But the rule is no different than if we were *defending* against this bond and mortgage. All we have to do is to satisfy the court by a preponderance of evidence of the truth of our defense in the one case or our complaint in the other.

It is insisted that the letter of May 29, 1871, from Farnham, assistant cashier, (Fol. 722,) speaking of Copeland as the company's agent, had reference to his *insurance* agency. But he was then dealing with the *loaning* side of this mammoth corporation, and *this side* was, of course, *ignorant* of who were agents on the insurance or humanitarian side of their double-sided (or two-faced) institution. And why should the *loan* side speak of him as "our agent" when they had nothing to do with the *insurance* side or had no knowledge of who were agents. Then, again, the trouble is, as the record shows, that Copeland signs several of the applications for money or appraisements of property in his name "as agent." We suppose the *loan* side knew this for it was of record with them.

But, say counsel, "every blank space not filled with anything has a dash of the pen through it" as if filled with great care by an experienced hand. Yes, Copeland was an adroit forger—no slouch. He did not fill the space between "in" and "draft" with "*a dash of the pen*" for it suited his wicked and felonious purposes better to write "current funds." And will the the court see how indisputably true it is, from the most casual inspection, *that all the filling in of this order*, (*including* "*current funds*,") *is in the same handwriting and clearly not Angle's.*

Once again, it is insisted that Angle, as a business man, knew that this blank space before the words "drafts to the order of" was liable to be filled with the words "current funds," &c. We say again, granted, and what of it? He did not know, however, and could not, that the words

"drafts to the order of" were liable to be *erased*. But he could know and did know, that so long as those words were there, the drafts, whether in current funds or in gold, or any thing else, would be made to *his order*, and upon the order of no other person could they be used. And we repeat that we defy anyone to conjure up words to insert in that space, leaving the order in that part otherwise intact, which would deprive Angle of the control of these drafts or their proceeds. At all events, they were not left intact, and it is the forgery in erasing these very words and writing others in their place, which has brought upon these parties all this controversy, and of which we complain.

A word as to the authorities, and we leave the case. The case most relied upon by appellee is Young *v.* Grote, 4 Bing., 253, and it is said to be the "strongest and most directly in point they could find." This admission shows how clearly the law is against them That was where the wife, as the agent of her husband, so filled up a blank note that the holder, a space being left, inserted words in the space in such a manner as to make it call for *three hundred* instead of *fifty* pounds, as it was when delivered. The court says, "it was carelessness on the part of the maker's agent not to fill or run a pen through this space." But was it equally careless for Angle in this writing to omit this claimed duty? What would be carelessness in one case, would be but a judicious or indifferent act in another. We look at the entire transaction, the paper, its object and what is already in it, to determine whether the party was, or was not, careless. This is not a case of increase of amount, but of expunging and writing other words in their place, and that too, when the whole matter is so apparent on the writing itself as to put the least careful business man, accepting the paper, on his guard.

But nothing can be added as to the law of this case, to what this court has already declared in the cases to which we refer in our opening argument. (1 How., 111, and 6 Wall, 80.) Counsel on the other side do not undertake to contro-

vert the rule therein recognized, and that conceded, there is, in our judgment, an end to this case. "The law regards the security, (writing) after it is altered, as an entire *forgery* with respect to the parties who have not consented, and so far as they are concerned, deals with it accordingly."

Insisting that there was a forgery in this case, we ask to apply this rule—a rule well sustained by the authorities cited —and here leave the cause of our client in the hands of the nine chancellors.

WRIGHT & LOWE,
Att'ys for Appellee.

UNITED STATES SUPREME COURT.

No. 857.

H. G. ANGLE,

vs.

THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY.

ARGUMENT.

C. C. NOURSE,
FOR NOURSE & KAUFFMAN,
Counsel for Defendant and Appellee.

IN THE

SUPREME COURT

OF THE

UNITED STATES.

H. G. ANGLE,
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No. 857.

ARGUMENT FOR APPELLEE, THE NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY.

The statement of this case made in the argument for appellant is merely an abstract of the bill and answer, and does not assume to state the case as it appears by the evidence, and as it exists in fact. A brief history of this transaction, with the chronology of the events connected with it, will enable the Court to understand the relevancy of very much that is in the record and to get at the few important points involved in the case.

STATEMENT.

The Northwestern Mutual Life Insurance Company is a body corporate existing under the laws of the State of Wisconsin, and doing a general life insurance business throughout the Northwest. In the transaction of their insurance business they employ state agents with authority to solicit applications for life insurance and transact business connected with that department. These state agents, in their turn, employ sub-agents or persons who solicit life insurance, receiving a salary

from the state agent who is paid a commission on the premiums for his and their work. The company also invests its money by loaning the same at ten per cent. interest per annum on real estate security. In its business of loaning money it has no occasion to employ agents to solicit customers, as the testimony shows conclusively that applications to borrow are numerous and pressing, and far in excess of any moneys they have to loan. In this business of loaning money they employ and compensate *no agents* whatever. They furnish to their insurance agents, or to any other person applying therefor to the company, blank forms of application and appraisements of real estate, which they require to be filled up and transmitted to the executive board by or in behalf of those who desire to borrow from them. The loans are, in all cases, voted directly by the board of directors.—Abstracts of title to the real estate are furnished by the borrower and examined by their own attorney at Miiwaukee. The form of bond and mortgage is then drawn up by their home attorney, at Milwaukee, and furnished to the applicant, to be executed and returned to them, and when the preliminaries for the loan are thus perfected and the securities deposited with the company, the moneys are usually transmitted to the borrower by means of a draft, payable to the order of the borower, or, as in the case now before the Court, and one other case presented in the evidence, the money was paid by the company at its office at Milwaukee, upon the written order of the borrower, and receipted for upon the back of the order by the person in whose favor it was drawn. In transmitting these papers from the home company to the borrower, and from the borrower to the company, they are frequently and usually mailed to the state agent and pass through his office. He, however, has no interest in the business, whatever; receives no compensation from the company for any services performed in connection with these loans, and has no authority or discretion vested in him with reference to any of this loan business.

H. G. Angle, at the time he applied to the company for a loan of $10,000, resided in the town of Cedar Rapids, in the State of Iowa.

The Rev. C. W. Copeland was, during the year 1870, and up to the 20th day of February, 1871, the regularly stationed Methodist minister in the town of Cedar Rapids, Iowa. About that date he resigned his position as pastor of the Church and entered into a contract with Mr. I. T. Martin, of Davenport, then state agent of the Northwestern Mutual Life Insurance

Company, to transact business for him, as a sub-agent of the company in *soliciting life insurance.* (See dep. H. G. Angle, p. 78 Record, folio 284; ans. to int. 11, of dep. of Thos. G. Newman, p. 110 of Record; and ans. to int. 8, p. 114 and 115, of same dep; dep. of Martin, p. 122, folio 469, and Ex. No. 35, p. 232.)

On the *26th day of December, 1870,* H. G. Angle, at Cedar Rapids, Iowa, signed an application directed to the executive committee of the Northwestern Mutual Life Insurance Company, asking for a loan of $10.000 for three years, and described certain real estate that he proposed to mortgage as security therefor. He states that the blank form upon which he wrote this application was furnished him by Mr. Copeland, and that Copeland at that time pretended to be an agent of the company, (see form of application, Ex. 15, p. 223 of record; dep. of Angle, p. 78, folio 286.) At the date of this application no blanks of any kind whatever had ever been furnished by the company or its agents to Mr. Copeland, (see dep. of Martin, p. 117 of record, folio 447, 448, Exs. Nos. 25 and 26, found on pages 228, 229 of record.)

Mr. Copeland, on the same date that Mr. Angle made his application in writing, wrote to Mr. Martin, stating that he had no blank applications for loans, and he desired one to be sent in order that Mr. Angle might make an application, and the blanks were transmitted to Mr. Copeland for that purpose on the second day of January, 1871. Angle's application was forwarded to the company through I. T. Martin, the State agent at Davenport, signed by Mr. Angle, with his own proper signature, (see Ex. 23, p. 227 record.) In like manner the entire correspondence with Mr. Angle was conducted, Angle delivering his papers to Copeland, Copeland transmitting them to Martin, and Martin transmitting them to the company at Milwaukee, and the company at Milwaukee directing their communications to Angle, but mailing them to Martin, he covering them in an envelope to Copeland, and Copeland delivering them to Angle.

There never was any correspondence between Copeland and the company, with reference to this loan, nor any communication directed by the company to Copeland on the subject. The abstracts of title to Mr. Angle's property were first furnished to the company about March 31, 1871, and were returned to Mr. Martin, April 13, 1871, for correction.

In March 1871, the company notified Mr. Angle by communication addressed to him and sent under cover to Mr. Martin, that they had voted him a loan upon certain conditions, (see

p. 224 of record, Ex. 16.) And on the 21st of March, 1871, Mr. Martin notified the president of the company that Mr. Angle had accepted the loan as voted him, and would prepare abstracts as soon as practicable. The abstracts of title were first furnished the company through Martin, March 31, 1871, (Ex. 31, p. 231 of record) and were returned to Martin, April 13, 1871, with objections. April 20, 1871, a letter was forwarded to the company, signed H. G. Angle, explaining the condition of the property. This letter it is claimed, is a forgery by Copeland, and written without Angle's knowledge or consent, (see Ex. 34, p. 232 record.) In the meantime, whilst these negotiations were pending between Angle and the company, and this correspondence was being forwarded through Martin, Mr. Copeland was engaged in certain collateral transactions, having an important bearing upon the case.

On the 21st of March, 1871, Copeland applied to Thomas G. Newman, then a printer at Cedar Rapids, and procured to be printed certain blanks without the knowledge or consent of the company or any of its agents, and of a character never printed, used or furnished by the company to anyone. The printed record does not give a *fac simile* of these blanks, and we ask the Court to examine the originals. We refer to Exhibit "T," found on page 188 of record, and Exhibit "S," page 187 of the record, and the original order on which money was paid, Exhibit No. 10, of Van Dyke's deposition.

The original order with its margin and double linings is as follows: See Exhibit "A" following :

By cutting out the order we still have a perfect instrument with its border, and nothing to indicate that it ever had any margin. The order as printed and as filled up is taken from this Exhibit "T," and "B" following is a *fac simile.*

The receipt was in form as Exhibit "D," following.

EXHIBIT "T" TO MCCLELLAND'S DEPOSITION.

"A"

F. H. VAN DYKE, Pres't. AUG. GAYLORD, Sec'y. C. D. NASH, Treas.

Northwestern National Life Insurance Co.

IOWA AGENCY.

Date.....

Amount.....

To whom payable.....

STAMP.

1877.

To.....

Pay to.....

.....

On account of.....100 DOLLARS.

In.....Drafts to the order of

Agent.....

EXHIBIT "11" TO VAN DYKE'S DEPOSITION.

"B."

H. G. A.
STAMP.
4-10
1871

$10000 00/100

Cedar Rapids May 12th 1871.

To North Western Mutual Life Insurance Co

Pay to Rev C. W. Copeland

Ten Thousand 100 DOLLARS.

On account of Bond and mortgage

In current funds ~~Draft to the order of~~

H. G. Angle

"C"

Northwestern Mutual Life Insurance Co.,

HAS RECEIVED OF Horatio G. Angle

By the hand of C. W. Copeland Agent,

for record and transmission, a Bond and Mortgage in the sum of Ten

Thousand Dollars, on the following property, to-wit:

Lots - 8 - 9 - 10 - in Block - 33 and Lot 2

in Block 24 - and lot 6 and 40 ft-

of Lot - 7 - in Block - 16 - City of Cedar Rapids

On payment of the above sum to the person authorized to receive it, this Receipt shall be returned to the Company.

NORTHWESTERN MUTUAL LIFE INSURANCE CO.

IOWA AGENCY

By C. W. Copeland Agent.

Cedar Rapids May 12th 1871

EXHIBIT "S," TO McCLELLAND'S DEPOSITION.

7

EXHIBIT "11" TO VAN DYKE'S DEPOSITION.

"B."

H. G. A.
STAMP.
4-10
1871

$10000 00/100

Cedar Rapids May 12th 1871.

To North Western Mutual Life Insurance Co—

Pay to Rev C. W. Copeland

Ten Thousand 100 DOLLARS.

On account of Bond and mortgage

In current funds ~~Draft to the order of~~ H. G. Angle

"C"

Northwestern Mutual Life Insurance Co.,

HAS RECEIVED OF Horatio G. Angle

By the hand of C. W. Copeland Agent,

for record and transmission, a Bond and Mortgage in the sum of Ten Thousand Dollars, on the following property, to-wit:

Lots - 8 - 9 - 10 - in Block - 33 and Lot 2 in Block 24 - and lot 6 and 40 ft - of Lot - 7 - in Block - 16 - City of Cedar Rapids

On payment of the above sum to the person authorized to receive it, this Receipt shall be returned to the Company.

NORTHWESTERN MUTUAL LIFE INSURANCE CO.

IOWA AGENCY

By C. W. Copeland Agent.

Cedar Rapids May 12th 1871

EXHIBIT "S," TO McCLELLAND'S DEPOSITION.

7

Pending the correspondence about the loan after it had been voted, but before the mortgage or bond had been sent to Angle for execution, it appears from Angle's statement that Copeland induced him, Angle, to sign this order, authorizing Copeland to receive the money on the proposed loan. The condition of the order at the time it was signed, Angle is unable to state, except, he says, that it was blank and had no writing upon it. A few days afterwards, the blank bond and mortgage were received, being sent by mail to Martin and from Martin to Copeland. Angle and wife executed the same and delivered them to Copeland, to be by him filed for record and then taken to Milwaukee.

Copeland did not have the mortgage recorded, but forged the name of the recorder to a certificate that it had been filed for record, and went immediately to Milwaukee with the papers. The company referred the mortgage, and bond and abstract of title to its attorneys at Milwaukee, and they certified that the same were duly executed, and upon the presentation of the order, after comparing the signature with the signature on the mortgage, which was certified by the notary, they paid Copeland the $10,000, and took his receipt therefor on the back of the order.

Copeland returned to Chicago, got the money there on some sight drafts received at Milwaukee, and thence absconded with the $10,000.

On this state of facts Angle claims that the insurance company should sustain the loss, and that his bond and mortgage should be cancelled, and he brings this suit for that purpose.

He bases his claim to relief on two grounds:

1. He claims that Copeland received the money as the agent of the insurance company, and that the money was consequently never paid to him in contemplation of law.

2. He claims that Copeland altered the draft or order for the money, and that the company paid out the money wrongfully on a forged order, and therefore he is entitled to relief.

The legal propositions involved we will discuss after disposing of these questions of fact.

The argument presented to us in behalf of appellant, places the first proposition of fact in the following language:

"That if this Court concludes that Copeland was recognized by the company as its agent, touching this negotiation for a loan with Angle, then Angle was justified in giving Copeland an order to present with the bond and mortgage for the amount of the loan, and it was at the company's risk when delivered to their agent for transmission to the borrower."

It is conceded in this proposition, as it is clearly established in the evidence, that the company paid the money to Copeland upon the delivery of the bond and mortgage to its officers, and upon the written order of H. G. Angle for the money.

Suppose that after the money had been paid to Copeland on this order of Angle, that instead of Copeland absconding, the company had become insolvent and its creditors had attempted to stop the money in the hands of Copeland, *as the money of the company*, would any respectable attorney contend that it was the money of the company in the hands of their agent? Will plaintiff's counsel answer the question? If Copeland was receiving the money as the agent of the company why did he need the order of H. G. Angle upon which to procure it? Why did he need the securities of H. G. Angle duly executed upon which to procure it? The fact must be conceded in this case that the company *never paid out any money to any agent for loan or disbursement.* They transmitted drafts to the order of the borrower, or, as in this case, and the case of N. B. Brown, paid out the money on the written order of the borrower.

If the company had been furnishing their own agent money to be loaned by him, or to pay over on loans voted and accepted by them, it is inconceivable that any written order for the money should have been required from Angle, or that Angle should send any such a thing to the company. Mr. Angle is a business man! He was at the time of this transaction a merchant, and since then president of the Angle Iron Company. When he signed an order for the money, and was told that the company would not pay out the money except upon the order, he knew what was meant, and he knew that such an order made Copeland, beyond controversy, *his agent for the receipt of the money*, and that the payment of the money on such an order by the company was a payment to him.

The record is voluminous and contains a vast amount of redundant matter put in by plaintiff for the purpose of supporting this attempt to make out that Copeland received this money on this order as the agent of the company. It will not be claimed that the company ever paid Copeland any money at any time for such a purpose, or for any other purpose, except upon this order of Angle's, and upon a written order of one N. B. Brown.

The order of Brown was dated October 24, 1870, and is as follows:

$5,000.00. CEDAR RAPIDS, Oct. 24, 1870.

Northwestern Mutual Life Insurance Company, pay to the order of C. W. Copeland five thousand dollars, at sight, value received, and charge to account of

N. B. BROWN.

See Exhibit 13, Van Dyke's dep., p. 352.

Had this payment on this order any connection with any agency of Copeland? N. B. Brown testifies as follows, p. 108 of Record: "I procured a loan from the company in October, 1870, of $5,000. I knew Copeland in the years 1870 and 1871. I think Copeland was *not* acting as agent of the company when I procured the loan. At that time he was preaching at Cedar Rapids. When he got my money he kept $500 for the purpose of becoming an agent. I gave him a written order for the money."

Cross-Int. 4. Brown is asked: "Did not Copeland, in soliciting said loan and preparing the papers, tell you that he was working for the company?"

Ans. I don't think he did. I think his agency commenced afterwards.

He further testifies: "The loan was procured before Copeland went to Milwaukee, and he stated that he had business there and would draw the money and fetch it to me. He was gone two or three weeks."

That Copeland was Brown's agent in this transaction is conceded by Brown, *because Brown got his money.* In all of the evidence this is the only instance where the company ever paid money to Copeland. What is there thus to show that any one had a right to presume, from the course of dealing by the company, that the company paid out money to their agents to be paid to borrowers, and that the money would be at their risk if delivered on a written order of the borrower? None whatever.

Counsel for appellant concedes that the officers of the company at Milwaukee, invariably transmitted the amount loaned, "in drafts to the order of" the borrower, and it is asked why they did not do so in this case, and their answer is that it was because the company trusted Copeland, their agent, too implicitly. The real answer to this question is in the fact that the order presented by Copeland to the company over the genuine signature of H. G. Angle, *requested them to do otherwise.* It was Angle, and not the company that varied this custom, and it was Angle and not the company that trusted Copeland.

We call the attention of the Court to the testimony of H.G. Angle, as to the manner in which Copeland obtained from him his signature to the order upon which this money was drawn.

It will be found upon page 81 of the printed record, folio 298. He says "I delivered the order to Copeland, and I signed and delivered the same, but he presented the same to me and suggested that I should do so. I was at Copeland's room, negotiating with him about this loan; he said the papers had gone forward, and might come at any time; that the company required an order for the delivering of the money; I think he said money at that time; and that I might as well sign that blank order, and that he would fill it up. I had my hat on and returned to the desk; took up the blank and looked at it; saw the termination of it was in the words, "in drafts to the order of," and put my signature to it; he threw it into his drawer, and I went home. It was a printed blank, and, I don't remember, but I don't think it was directed to anybody." He further says: "I can't swear positively when I signed the blank, only as to a portion of it. I remember distinctly, "drafts to the order of" was in printing; I remember saying to Copeland that it had drafts or was in drafts; that I never carried large sums of money with me; that I had always considered it economical to pay a premium on drafts for the purpose of transmitting money; I don't recollect the exact words, but that is substantially the language."

On page 91 of the record he is asked how long prior to the execution of the bond and mortgage it was that he signed this order; he says, "I cannot remember how long; I had not seen the bond and mortgage before I signed the order, and I don't know whether or not they had been received by Copeland. I signed the order before I left home on the occasion, when my return was on Saturday night."

In answer to cross-interrogatory, No. 54, he says, "I simply thought it was the blank form of the company, required by them before sending the money or drafts. I suspected that they would send drafts with the bond and mortgage to be turned over to me when I signed the bond and mortgage."

On page 95 of the record, the original order upon which the money was paid was exhibited to Mr. Angle, and on page 94, he is examined as to his recollection as to the condition of this order at the time he signed it. He is shown Exhibit "T" attached to the deposition of McClelland, which is the original printed form of the order with the stub and order as procured by Copeland, at Cedar Rapids, and he answers: "It does not look to me like the blank I signed."

He is asked whether the blank he signed at the time he signed it had the card of the Northwestern Mutual Life Insurance Company at the top of it, like this on Exhibit "T" and he says, "I can't answer with any degree of positiveness." He says that the order he signed was not in a book, and he can't say whether it had the margin upon it as shown in this form or not. He is asked if he saw any other blanks of the same kind when he put his name to the order, and he says he is not certain. He answers, that there were no dates, nor pen marks of any kind when he signed it, and that no person was present besides himself and Copeland. We have here something of the blind confidence, that Angle reposed in Copeland. It does not appear from his testimony that the margin with which Copeland had surrounded this blank, with intent to deceive others, was used to deceive Angle at all, or if it was, it had no effect upon his mind, for he had no recollection of it. He signed this order leaving Copeland to fill all of the blanks, and even to fill up the name of the party to whom it was to be presented, and this upon Copeland's mere statement, that the company would not pay the money without such an order. Angle's express words are that "Copeland said to him, *that the company required an order for the delivery of the money*." And it was in pursuance of this statement of Copeland's, that Angle signed his name, *intending it as an order for the money*, and authorizing Copeland to so fill it up.

We now call the attention of the Court to some statements of Mr. Angle, in connection with the subject of Mr. Copeland's agency, as tending to develope Mr. Angle and his recollection of events at that time. We do this with some minuteness at this time, because that in another part of this case where Mr. Angle is the only witness to testify, it will become important to know how much reliance can be placed upon his memory.

Mr. Angle, in answer to the third interrogatory of his counsel, (see page 77 of record,) states that he knew very little of Copeland until December, 1870, and January, 1871, and that he was *introduced to him in October, 1870*. Upon cross-examination, (page 85 of record,) in answer to cross-interrogatory No. 4, he admits, that, on the *29th of March, 1870*, he subscribed two-hundred dollars upon a certain subscription solicited from him by Mr. Copeland, and that he then knew Mr. Copeland as the pastor of the Methodist Church in Cedar Rapids, engaged in the church work. In answer to interrogatories six and seven, he admits, that Mr. Copeland had, prior to the date of that subscription, made a railroad speech in his, Angle's, behalf in

that county. It further appears from answer to cross-interrogatory No. 8, (page 86,) that Mr. Angle was present, and heard Mr. Copeland preach his farewell sermon, which was after the 20th of January, 1871. In answer to interrogatory No. 5, asked by his counsel, (Rec. p. 77,) Mr. Angle testifies that on and after the first of January, 1871, Copeland was engaged in canvassing for the Northwestern Mutual Life Ins. Co. of Milwaukee, and procuring customers to take policies, *and borrow money*, and that he had in his possession certain books, pamphlets and circulars. He does not pretend to give the date, but he attempts to make the impression that the cards and circulars were in the hands of Copeland as early as the first of January, 1871. Upon cross-examination, he does admit, that he never saw these circulars in Copeland's hands, until after his application was made for a loan, and the evidence of the printer shows that they were all printed, so far as they had Copeland's name upon them, subsequent to the 20th of February, 1871, and the testimony of Mr. Martin shows that no such documents were ever furnished Copeland until after the 20th of February, 1871. The card that Mr. Angle produces in which Copeland is for the first time advertised as an agent of the Northwestern Mutual Life Insurance Company, is dated February 20th, 1871.

In answer to interrogatory 14, of his counsel, (Rec. p. 78,) Mr. Angle says "that Copeland told him he was going to quit preaching, that he hadn't grace enough for a Methodist preacher, and that he had already made and could make small amounts by negotiating loans; that he had secured a loan for Mr. Brown; that the Northwestern was a Methodist institution; that he was an intimate friend of Martin; that he had the inside-track of anybody else; and that *whenever he recommended a loan to the company he always got the money.*

On cross-examination, Mr. Angle admits, virtually, that he himself employed Copeland, and was to pay Copeland for procuring the loan for him.

Cross-Int. 27. (Record p. 87, folio 322) of Mr. Angle's deposition, is as follows:

Int. State what arrangement, agreement, or understanding there was between you and Mr. Copeland as to what compensation he was to have if he would procure a loan for you from the Northwestern Mutual Life Insurance Company, of $10.000?

Ans. I don't remember that I ever made any *definite* arrangement with Mr. Copeland for his compensation in procuring the loan. I do remember of some talk with Mr. Copeland about his extra compensation in procuring the loan, but noth-

ing definite as I recollect. He did say that Nick Brown gave him $50 for a loan to him, or getting a loan for him, and for that reason I recollect about talking something to him about his extra compensation for getting this loan. * * *

Int. 30. State if it was not the understanding that you were to pay Copeland if you were successful in obtaining this loan from the Northwestern Mutual Life Insurance Company.

Ans. I confess I intended to pay Copeland some extra compensation, *I don't intend to deny it*, but I can't remember that there was any compensation fixed between myself and him, or by myself or by him. I have an impression that to hurry him up to secure the loan, and to secure the loan in preference to others, *as he informed me there were more applications than they could begin to fill*, that I intimated, and perhaps said, that I would make it right with him, or do something handsome, or remunerate him, or *give him a fixed sum*, but I can't remember as to that.

Int. 31. State if the amount of one and one-half per cent. on the loan was not talked about between you and Copeland?

Ans. I can't remember. I don't remember.

Int. 32. State if the matter of compensating him was not talked about before the application and appraisement were made out.

Ans. I can't remember.

Int. 33. Was it not a part of your first conversation with him upon the subject of obtaining a loan?

Ans. I can't remember, but don't think it was.

Here we have the manner in which this thing begun. We have the fact that Mr. Angle, early in the year 1870, had engaged Mr. Copeland in making one or more speeches for him on railroad matters; that afterwards, as early as March, 1870, Mr. Angle subscribed $200 towards the building of the church, at Copeland's solicitation; that he was present at the farewell sermon, long after this application for the loan was made; that he knew at the time this loan was applied for by him, that Copeland was the pastor of the church, and not an insurance agent; that he knew that in acting for Brown, Brown had paid Copeland for his services; and that he knew that Copeland had no power or authority *for the company* to do anything; that there were more applications before the company than they could fill; and that Copeland boasted to him, not that he had any authority from the company, but simply of his influence with Martin as a Methodist, in recommending loans to the company. The Court will perceive that Mr. Angle does not pretend that Copeland represented that he, as an

agent of the company, could negotiate with Angle in regard to any loan, but that he was representing to Angle, that as a Methodist, he had influence with Martin, and through Martin with the company, in recommending borrowers to them. And Mr. Angle, in answer to these cross-interrogatories from No. 27 to No. 34 inclusive, does not pretend to deny that he not only intended to pay Copeland for his services in this matter, but he does not deny that he employed him, and that a specific compensation and percentage was agreed upon between him and Copeland, to be paid by him to Copeland for his, Copeland's services, for and in behalf of him, Angle. It further appears that Mr. Angle makes a mistake in the statement that Copeland furnished him this blank on which this application was written, on the 26th day of December, 1870, which is its date. For it appears from Copeland's letter that he, Copeland, had no such blanks in his possession at that date, but on the contrary that he wrote to Mr. Martin soliciting that such blanks be sent to him for Mr. Angle's use, and the blanks were not sent to Copeland for Angle's use until Dec. 29, 1870, three days after the date of the application. See record, p. 102, folio 383.

It is very doubtful, to say the least of it, if Angle's remarkable memory is not wilfully at fault as to where he obtained the blanks upon which this application and appraisement was made.

But suppose Copeland did obtain these blanks from Martin, for whom did he act in obtaining th m? Here is his own letter, a part of the *res gestal* that throws a flood of light on the question. Exhibit 20, page 226 of the record; we quote from it: "Mr. Angle will give any security asked, *and desired me to work the matter up for him.*"

January 2d Copeland forwards the application of Angle and the appraisement of the property to Martin, and says, "I hope you will use your influence to secure the loan for him."

In the meantime Angle (not Copeland, as he swears) obtained abstracts of title for the property, and left them with his, Angle's wife, and writes a letter from Boston, April 8th, 1871, to Copeland, telling Copeland to get the abstracts and attend to the business, as he, Angle, "should not be home for a week." See Ex. 23, p. 228 of record.

Copeland had obtained the abstracts from Mrs. Angle, and sent them to Martin, meantime by letter of March 31st, 1871, in which he adds a postscript as follows: "Please address and send papers to me, as Mr. A. is out of town much of his time, and *desired me to attend to the matter.*" See Exhibit 24, p. 228 of record.

Here we have the real reason why these documents were mailed through Copeland.

But the manner in which the company made these loans, and the only persons authorized to act for the company were specified in the printed instructions furnished with each blank application. This circular is printed as Exhibit "O," record, page 185 and 186, and we set it out in full.

EXHIBIT "O."

NORTHWESTERN MUTUAL LIFE INSURANCE COMPANY,

416 Main Street, Milwaukee, Wisconsin, ...18...

Circular containing information in regard to loans made by this Company.

The charter requires that the security offered be unincumbered real estate worth twice the amount of the loan. And the by-laws provide that "No loan shall be made on security of country real estate, except on improved farms, and then not beyond half the value of the property exclusive of the buildings." All loans are made by the executive committee, and until they have taken action no definite reply can be given to an applicant.

At each meeting of the executive committee all applications on file that are in form are laid before them, and they select therefrom such as they regard most desirable, to the amount of money to be loaned. As there are generally applications for a much greater amount than can be loaned, many applications must of necessity be declined.

Applications to be in form should state the amount of money desired and the time for which it is wanted, with a particular description of the property offered for security, stating its size, its location, the value of the real estate, the character and value of the buildings, the amount of insurance on buildings, if any, and if the property is out of this city these values should be certified to by two or three prominent citizens of the vicinity.

(Persons known to the committee would be preferred when practicable.)

Notice of the action of the committee will be sent to applicants immediately thereafter. But inasmuch as the committee, in selecting applications, to the extent of their ability to loan, are influenced by reasons which they deem for the best interests of the company, and all communications respecting the value of property offered for security should be held strictly confidential, it is obvious that the reasons for delining any particular application cannot be required of the company. After the loan has been voted by the committee, a full abstract of title, beginning with the entry from the Government and continued up to date, must be furnished. (In places where no recognized and reliable abstracts of title are kept these must be made and certified to by the register of deeds.) Certificates of the proper officers that there are no judgments, taxes, mechanics' liens, or other incumbrances upon the property must accompany the abstract.

The abstract, &c., need not be furnished until after receiving notice that the loan has been voted, as the committee votes the loans with the distinct proviso that the title sha l be certified by the company's attorney to be good in the mortgagor, free from incumbrances. Upon receipt of the abstracts and certificates, aforesaid, the company's attorney will examine them, and, if the title is found to be good, will make out the bond and mortgage to be forwarded for execution. His charges for examining title and making out papers must be paid by the borrower. When there are buildings upon the mortgaged property, fire insurance policies are required as collateral security. Duplicate renewal receipts of such policies and duplicate tax receipts must be annually sent to the company. The interest upon loans is payable semi-annually on the first of

May and November of each year, and must be promtly paid, or by the terms of the mortgage, the whole amount of the principal and interest becomes due and liable to immediate foreclosure.

S. S. DAGGETT, President.
A. W. KELLOGG, Secretary.

Mr. Martin states, page 118 of record, folio 450, "I sent to Copeland a blank form of application and appraisment as requested. I sent another circular, one of instruction and directions. I think this Exhibit "O" to deposition of Krebs, is identical with the one I sent to Copeland." This was when the blank application was sent for the use of Angle. The evidence further shows, that in every case where parties applied for blanks upon which to make an application for a loan they were furnished also with this circular of printed instructions. These instructions inform the public that all loans are made by the executive committee; that at each meeting of the executive committee all applications on file, that are in form are laid before them, and they select therefrom such as they regard most desirable to the amount of money to be loaned. It further informs the public, that there are generally applications for a much greater amount than can be loaned, and that many applications must of necessity be declined; that the applicant must state the amount of money desired, the security to be offered, its location and its value. In no where in this circular is there any thing left for a local agent to do in behalf of the company. No agent is referred to in the circular, and no intelligent man can read the circular without understanding that the office of an agent in the transaction, is *studiously avoided by the company.*

Mr. Angle in answer to interrogatory No. 22, of his counsel attempts to testify, that he did not select the appraisers, and was not present when the appraisement was made, and that he has no recollection of ever seeing the appraisement. The object of this is to give the impression that Copeland was attending exclusively to this matter, and that he, Angle, had nothing to do with it. The plaintiff is unfortunate in introducing N. B. Brown, as a witness on this point, (page 70 of record.) Brown on cross-examination states that Mr. Angle came to him and said, that "Mr. Copeland, or Mr. Martin, I don't remember which, preferred to have him act as one of the appraisers." There is nothing done by Copeland in this whole transaction save that which is done for, and at the request of Angle.

It is claimed that Mr. Angle had some reason to believe that Copeland had some authority or was authorized to act in

behalf of the company in conection with this loan business, from the fact of his conduct in connection with other loans.

There are two conclusive answers to this: first the company had no knowledge, and had no means of knowing that Copeland had ever done any thing in connection with anyother loans, except the Brown loan where he acted purely and exclusively as the agent of Brown, and received the money on the written order of Brown. We call attention to the particular facts connected with the negotiation of these other loans.

First, take the application of Krebs—page 54, folio 190. Krebs testifies, that he did not know of Copeland acting as the agent of the Northwestern Mutual Life Insurance Company until March or April, 1871. Krebs testifies that he received blank applications from John L. Deer, at Madison, Wisconsin, and that he filled up the application himself, and handed the same to Copeland to be forwarded to the company. It seems that Copeland never sent the application direcetly to the company, but sent it through Martin (record, page 55, folio 193.)

Mr. Van Dyke, president of the company testifies, page 288, folio 1014, of record "I. T. Martin, has forwarded applications for loans to the executive committee of this company for different parties residing in Iowa, as we supposed, for their accommodation, and at their request, and we may possibly have advised parties through him of their action thereon, its acceptance or declination of the application, which acts on his part were not by virtue of any employment of the company, and were done as we suppose for the accommodation of his friends, and friends of the company. He has never had any opportunity or authority to exercise any discretionary powers. No draft is sent from the office until the certificate of the home counsel of the company required by the by-laws is furnished to the officers, and the vote of the executive committee directs the draft to be sent, and when the draft is sent it is to the order of the party to whom the money is going. I have no recollection of any correspondence with any subagent, or employee of I. T. Martin upon the subject of loans."

In answer to cross-interrogatory, No. 24, he says: "I have no knowledge that Mr. Martin or Mr. Copeland ever solicited any application for loans. I did know that Martin forwarded applications for loans to the company. Copleand never forwarded one to my knowledge, and I should have known if any had been, as I have personal supervision of the loan department.

The correspondence in regard to the Krebs' loan will be found on pages 182, 183, 184, and 185 of the record, and the

name of Copeland no where appears in connection therewith. Certainly nothing that Copeland may have said to Krebs could have influenced Mr. Angle, or misled him, because that Angle had employed Copeland to procure this loan for him in the latter part of December, 1870, and Krebs' first interview with Copeland was in March, 1871. (See Krebs' deposition, Rec., p. 54, folio 190.)

Krebs says further in answer to cross-interrogatory No. 9, p. 58 of record, that Copeland had nothing to do with his application except to forward it by mail to Martin. Krebs also gives the correspondence that he had directly with the company, (attached as Ex's "L," "M," "N," "O," above referred to.)

Krebs testifies that he received these communications directly from the company, and that he received the circular of instructions from Dean at the time he received the form of application.

It will be seen by examining this transaction with Krebs, that if Mr. Angle had obtained any information from Krebs, he would have ascertained conclusively that the company employed no agents in regard to their loan business, and that the office of an agent was wholly unnecessary. Angle might have conducted his correspondence directly with the company, as did Krebs, and with like success.

In answer to interrogatory 35, (page 57 of record,) Mr. Krebs states that he received his loan by means of a draft, payable directly to his order, which draft was delivered to him by I. T. Martin, at Cedar Rapids, he delivering to Martin a receipt therefor.

The next loan negotiated with which it is claimed Copeland had something to do, was that of Thos. G. Newman. Newman testifies, (record p. 113,) that Copeland filled out a printed blank application for him. That the first definite information of the loan he had was from I. T. Martin who told him that the loan had been granted. That the application was made in February, 1871. That he received the money in July, 1871, by draft from Milwaukee, payable to R. B. Tomlinson in accordance *with his written order to the company.* I. T. Martin testifies that the entire correspondence, including the application for this loan, was sent through his office. (See p. 127 of record, folio 490.)

The testimony of William B. Smith, Phillip Haines, William B. Leach, James L. Beaver, and others, is simply to the effect that Copeland told them that he could obtain loans for them, or that the company had money to loan and he was the company's agent.

And it no where appears that any of these statements ever came to the knowledge of the company or any of its agents, or ever came to the knowledge of H. G. Angle, or could have influenced him in any degree.

All of the conversations testified to are subsequent to the date that Angle made his application and subsequent to the employment of Copeland by Angle in this business.

The applications of E. B. and L. Guild, T. J. Upton & Co., James P. Craig, and for Wilbur were all forwarded to the company through Martin, and there is no evidence that Copeland ever claimed to have any authority to do anything in relation to them, or that the company knew he had any connection with them. On the contrary, the evidence shows that he never sent any communication to the company over his own signature on any subject. (See Rec. p. 315, ans. to int. 12.)

We now call the attention of the Court to the direct testimony, showing conclusively that Copeland had no authority to act for the company in any manner whatever with reference to these loans, much less to handle and disburse their money.

First, as to the authority of I. T. Martin, the State Agent. The Court will perceive by the examination of the contract between the company and Martin, that Martin's employment relates exclusively to the subject of procuring life insurance, and his compensation is a commission upon premiums received for policies of insurance. This contract will be found in full upon pages 373 and 374 of the record, and is the only employment that Martin ever had from the company. This contract gives him authority only to employ sub-agents for the specific purpose of soliciting life insurance. He could employ them for none other and could confer upon them authority to do nothing else. The employment by Mr. Martin of Copeland is in writing and the contract in full will be found on page 232 of the record, and relates exclusively to the business of soliciting insurance. We refer to the testimony of these witnesses who testify, as a matter of fact, to the authority of Martin and of Copeland.

Mr. Martin testifies (page 123 of the record) as follows: "I am paid for my services a commission on premium receipts. By premium receipts I mean monies paid for life insurance. The company had not, nor does it now have, anything to do in paying persons employed by me. There was no agreement between me and the company by which I was entitled to receive any compensation, fees, or commission of any kind on loans made in the State. I never had authority from the company at any time to loan any money for them, or to em-

ploy any one else to loan money for them. I never did profess to have such authority, or to exercise such authority. Copeland never did to my knowledge address any communication directly to the company on any subject whatever, nor did Copeland ever receive directly from them any communication addressed to him by them, to my knowledge.

We have already quoted from the deposition of Mr. Van Dyke, the president of the company, (page 288, folio 1014,) answer to intorrogatory No. 22, he further says, "that since he has been president, since April 14, 1869, the company has never paid I. T. Martin, or any other person in the State of Iowa, any commission or compensation on loans made in that State; that Mr. Martin had no authority to employ any agent to *solicit loans or transact business for the company in the matter of negotiating loans of money*, and never assumed such power to his knowledge or with his consent. It will be seen by a reference to the bill of complainant that at the time this suit was brought, very much importance was attached to the supposition that the company had furnished Copeland, and was accustomed to furnish to its agents, blanks such as Copeland used in this Angle transaction, to-wit: a blank receipt in which he assumed to receipt to Angle for the possession of the bond and mortgage, and the blank order, such as Angle executed and delivered to Copeland. The evidence is clear and specific; first, that Copeland devised these forms himself, and had them printed at Cedar Rapids, in the month of March, 1871, and that neither Martin nor the officers of the company had any knowledge that they were so printed; and that the company never had authorized the printing of any such blanks or the use of any such blanks, nor had any such blanks ever been used in the transaction of such business. Mr. Martin's testimony on this subject is as follows: (See record page 120, folio 460 and 461,) "I have examined Ex. "S," to deposition of H. G. Angle, and state that I never furnished C. W. Copeland any such blank, nor did the company, to my knowledge; and it was not printed with my knowledge or consent; and such blanks were not used to my knowledge in connection with the loan business of said company; I never authorized C. W. Copeland to execute any receipt of that character or kind, nor did the company, to my knowledge. I first knew of the existence of such a receipt in June, 1871; I have no knowledge that he, Copeland, ever executed any other receipt of said character; I never saw such a form of receipt in the hands of Copeland or any other person, prior to June 1st, 1871; have examined Ex. "T"; never furnished C. W.

Copeland or any one else any such form of order, nor did the company, to my knowledge. I first saw the blank in Cedar Rapids, in June, 1871; I don't remember the exact time; I found it in a printing office in Cedar Rapids, my recollection is it was the *Observer* office. Mr. Newman was connected with the office; I never authorized Copeland or any one else to have such blanks printed, nor did the company, to my knowledge; had no knowledge or information that such blanks had been printed prior to June 1st, 1871."

As to the Exhibit No. "18" he says: "Have examined the original of which Exhibit "18" is a copy. Never furnished said Copeland, or any one else with a blank of that nature or character, nor did the company to my knowledge, nor was such blank furnished by the company, or by myself to my knowledge, or any one else in connect on with their business. I never authorized the printing or use of any such blank in connection with the company's business, nor did the company to my knowledge. I don't known of his, (Copeland's) ever using any such blank at any other time, nor do I know of any one else ever using any such blank at any time in connection with said company's business."

Mr. Van Dyke testifies as follows (page 289, Int. 24): State if the company ever forwarded to any of its agents, any form of order such as was presented by Copeland, and upon which the $10,000 was paid, or any other form of order for the purpose of enabling them to draw money?

Ans.—It never did.

Q. Had you, or any other of the officers of the company, to your knowledge, any information or knowledge that Copeland had any blanks of that character in his possession?

Ans.—We had not.

Int. 26. In regard to the form of receipt he says: "The first I ever saw or knew of such a receipt was on or about the 27th or 28th of May, 1871, when Mr. Angle was at the home office. He then showed the receipt, and gave me a copy thereof, and I, at the same time gave him a copy of the draft or order on the company," (marked No. 11.)

Int. 27. "The company never furnished any such documents, and never authorized any one to sign any such document in the State of Iowa, or any where else."

Int. 28. C. W. Copeland never had any authority to execute such receipt for the company, or to receive as the company's agent any bonds or mortgages for it.

Int. 29. "When I authorized the payment of $10,000, on Angle's order, I believe him, (Copeland,) to be Mr. Angle's agent, and that Angle had sent him for the money."

"At the time I directed the payment of the order, I had no knowledge or information that Copeland had any blank or printed form of receipt, or order in his possession of the character of Exhibit No. 2 or of the character of the order on which the money was paid. At the time the company received the bond and mortgage from Copeland, Copeland said Angle sent him. That Angle had obligations to meet in Chicago, and could not wait for the transmission of drafts from the office, and had sent him to get the money." The testimony of the printer, Thomas G. Newman, showing that these blanks were printed on the sole order of Copeland, on the 21st day of March, 1871, is found on page 110, of the record, folio 417.

Reference is made in appellant's argument to the fact that the word "Ag't" appears in the body of the order, after the name of the Rev. C. W. Copeland, and it is claimed that this should have indicated to the company that Mr. Copeland was claiming to act as their agent in this transaction. The idea that Mr. Angle should give an order to the company requiring them to pay money to their own agent in the capacity of such agent, is too absurd for serious argument. If the word agent, as used in the draft or order, has any other meaning than that of *descriptio personam*, it clearly means that Copeland is the agent of the person who signed the order, to-wit: H. G. Angle. It is further claimed that Mr. Copeland's name appears on one of the appraisements of the property returned to the company with the word Agt. appended thereto. The first certificate of appraisement dated Jan. 2nd, 1871, contains the names W. W. Smith, merchant; S. C. Beaver, Pt. State National Bank; U. B. Brown, capitalist, and C. W. Copeland. [See Record, page 189.] It appears that on the 2nd of Jan. 1871, when Mr. Angle first employed Mr. Copeland, he did not claim to be an agent. The second certificate of appraisement is dated Feb. 13th, 1871, and to this certificate Mr. Copeland's name is attached with the word "Agt." attached. There are other certificates of appraisement in the record relating to other loans to which Mr. Copeland's name is attached. They will be found on pages 376, 378, and 379 of record. Nov. 15, 1870, an appraisement for James P. Craig, his name was signed C. W. Copeland, Pastor M. E. church; March 25th, 1871, he signs the appraisement of F. J. Upton & Co. without any affix to his name whatever. March 22nd, 1871, he signs an appraisement for Wilber and affixed the word agent to his name, Nov. 15th, 1871, he signs an appraisement for E. B. & L. Hill, and adds the words, "our special agent." It appears from these certificates that Mr. Copeland called himself pastor of

the M. E. church, or gave himself no title whatever in the appraisements prior to the date of his contract with Mr. Martin, whereby he became an insurance agent. The word "agent" is only attached to his name after the first of March, 1871, and is simply a description of his person, or of the business in which he was engaged. These appraisers were not employed or paid by the insurance company, they acted for, and at the expense of the borrower, and attached to their names, an affix, indicating their employment or business in life, in order that the company might know thereby what estimate to place upon their judgment of values. That Mr. Copeland was an agent, or sub-agent of the insurance comyany for the purpose of soliciting insurance, and receiving premiums on insurance policies, after the contract in Feb., 1871, we make no question. It is also in evidence that he acted as agent, or sub-agent of Mr. Martin in soliciting a number of policies of insurance prior to that date. A full list of the same is given by Mr. Martin in his deposition on page 147 of the Record, and they are as follows:

Oct. 19, 1870, James P. Craig.
Dec. 10, 1870, George B. Gordon.
Jan. 7, 1871, Benj. E. Burtis.
Jan. 6, 1871, A. B. Ames.
Jan. 6, 1871, A. W. Ames.
Feb. 7, E. E. Blackwell.
Feb. 8, 1871, John J. Epley.
Feb. 9, W. H. Boyce.

It appears from the evidence of Mr. Martin that Mr. Copeland was about to enter into his employment, and was negotiating during the fall and winter of 1870, and 1871, for an employment as sub-agent, and by way of demonstrating to Mr. Martin his capacity and efficiency for such business he voluntarily solicited and took applications for a few policies of insurance, and for his protection against the penalties that the State imposes upon sub-agents acting without authority, Mr. Martin applied to and obtained from the Auditor of State, a certificate authorizing Mr. Copeland, under the law of the State, to solicit these policies, as appears by a letter introduced in evidence, which is found on page 40 of the record. The letter of Mr. Martin is dated October 18, 1870.

This certificate related exclusively to insurance business and to the authority of the agent to solicit insurance. The issuing of the certificate by the State was a mere permission or license for the agent, that exempted him from penalties; it was not an authority from the company to act. It was

issued in pursuance of Sec. 6, Chap. 173, Acts of 1868, and is found on page 247, of the Sess. laws of the 12th General Assembly of the State of Iowa, which provides "that it shall not be lawful for any agent to act directly or indirectly in taking risks, collecting premiums, or in any manner transacting the business of life insurance in this State, without procuring from said Auditor a certificate of authority, stating that the foregoing requirements have been complied with, &c.

We call attention of the Court to the particular facts, relating to the advertising by Copeland of himself as an insurance agent. No advertisement appears nor did Copeland have any printing done holding himself out as an agent of the company for any purpose until after the 20th of February, 1871. Some of the cards that were furnished him by Mr. Martin were in part prepared under the supervision of the company at Milwaukee, leaving a blank place upon the card where the name of the local agent might thereafter be printed. Some of these cards were furnished to Copeland by Mr. Martin in the latter part of February, 1871, and he procured his name to be printed thereon at his own expense. Some of these printing bills were left unpaid at the time Copeland absconded in the May following, and Mr. Martin settled the same, not because either he or the company was liable therefor, but as a favor to the parties who in good faith had done the printing, and he states explicitly that he paid the same out of his own pocket, and that the bills were not chargeable and were not charged to the company, and that the company had no knowledge thereof, and that when he made the payment he stated to the parties that he did not recognize any liability upon his part or upon the part of the company for said printing. (See page 125, folios 481, 482, and 483, of the record.)

Appellant's argument also refers to a certain circular prepared by Mr. Martin, and published by him, in the which reference is made to the fact that the company had loaned money in the State of Iowa, and that their loans were equal in amount to the premiums received from their insurance business in the State. An attempt is made to torture this into an advertisement by Mr. Martin, of himself, as a loan agent, or as an advertisement of the fact that the company had money to loan. Such is not the true construction of the circular, and such was not its purpose.

The circular (for which the company was not indeed responsible) is simply the statement of the fact that the company favored the people of the State by loaning back to them an amount

of money equal to that which they paid to the company. The object of this advertisement was to secure public favor, and to secure business to the compauy in the matter of life insurance. The company being a foreign corporation, jealousy existed on the part of the people of the State toward it, from the fact that its business withdrew from the State a large amount of capital. The object of the advertisement was to remove this feeling, or prejudice by stating what was simply a fact, that the company returned this capital to the State in an amount equal to that withdrawn, in that it loaned to the people of the State as much as the people of the State paid it for premiums. Only this and nothing more. We call attention to the language of the circular, which will be found on page 222 of the record.

After giving an exhibit of the relative business done by Life Insurance Companies in the State of Iowa, the circular proceeds to say that "the Northwestern did about one fifth of all the business done in Iowa in 1869, about one fourth as much as the 39 competing companies. The company is mutual, the plan is equitable, its practices rigidly economical; mortality considerably below the average of American companies; loans its cash premiums at ten per cent. interest, and holds its reserve on a 4 per cent. basis; loans made and losses paid in Iowa are about equalling premium receipts &c.

[Signed] I. T. MARTIN.

If this be an advertisement of money to loan and of the business of money loaning, it is the most remarkable document ever put before the public. It does not pretend that there is any money on hand to be loaned, but is a mere statement of what the company has been doing in the past, and, as we have said before, is intended to counteract the influence of the idea that foreign insurance companies were taking the money beyond the limits of the State. We do not think it necessary to extend the argument any further upon the question of Copeland's agency. We think we have shown conclusively that Copeland was never the agent of the company, until the latter part of February, 1871; that his agency then was first published to the public, and that it was confined exclusively to the business of soliciting life insurance. That he acted prior to that date, and during the fall, in a private way, in soliciting policies of insurance, is true; but that fact was not known to the public, and was not known to Angle. We think we have shown conclusively, that Angle employed Copeland as his personal agent; that he agreed to compensate him

for his services; that he employed him because he believed that Copeland had personal influence with Martin, and with the company, and could procure a loan for him; that he was absent from home much of his time, and necessarily employed some one to attend to the detail of this business for him; that Copeland told the truth when he wrote to Martin for blank applications, stating that Angle had desired him, Copeland to do so, and that Angle desired him to work this matter up for him; that Copeland also wrote to Mr. Martin that Mr. Angle was necessarily away from home, and that he should send the papers to his, Copeland's, address. We think we have shown conclusively from Angle's own testimony, that Copeland told him that the company would not pay him (Copeland) any money, except upon the written order of H. G. Angle; and that Angle signed the order, knowing that fact, authorizing Mr. Copeland to act for and in his behalf, and to receive the proceeds of this loan.

We notice in conclusion of this branch of the argument that Copeland in fact acted as the agent of Angle, and in that capacity only, when he presented the papers and received the money.

The fact that his name had appeared on these applications, for insurance policies was not known to the officers of the company having charge of the loaning of money. The Insurance business was under the supervision of the vice-president Smith and his clerks, and neither Mr. Van Dyke or Mr. Farnham who paid out this money to Copeland, and superintended this correspondence relating to loans, had any knowledge of Copeland except that he had been introduced and identified to Farnham at the time he got the money on the Brown order. See record page 305, folio 1076. Mr. Farnham never heard of Copeland as a Methodist preacher. See record page 317, folio 1127.

On page 289, of record Mr. Van Dyke testifies: "When I authorized the $10,000 to be paid to Copeland, on this order of Angle's I believed him to be Angle's agent—that Angle had sent him for the money." Ans. to Int. 31, he says: "He (Copeland) said Angle sent him, that Angle had obligations to meet in Chicago, and would not wait for the transmission of drafts from the office, and had sent him to get the money, and the drafts were subsequently obtained on Chicago in two amounts of $5,000 each, upon the representations of Copeland, that they were to be used there for Angle."

Mr. Farnham testifies, record page 315, that Copeland received the money as the agent of Angle.

In answer to cross-interrogatory 24, he says: (see page 322, of record.) "The company never solicits loans, they have no agent to do so." See also answer to interrogatories 25, and 26, in this connection.

In this connection we notice that appellant attaches great importance to the letter written by Mr. Farnham, to Lothair & Mitchell *after the money was paid*, in the which their attention is asked to the abstract of title, and in which he calls Copeland "our agent." This is explained by Mr. Farnham as referring to the fact, that he was under the impression that Copeland was at that time acting as a sub-agent of Martin. This did not mislead Angle, for it occurred after Copeland had received his money. It was simply a reference to Copeland as an "insurance agent" under Martin, and was no admission of Copeland's authority to act in loan matters. It was the letter of an employee in the office, describing the person who had brought certain papers to the office, and cannot change the fact that is abundantly established, that Copeland had nothing to do with the loan business of the company.

The order upon its face, is filled up according to one of the designs for which it was evidently printed. The blank between the words "in" and "drafts" left by the inventor of the form, was intended to be filled, evidently, with the words "in currency" or "cash," and the words "drafts to the order of" in such case stricken out according to the pleasure of the maker. The burden of proof, to show that a forgery has been committed, is upon Mr. Angle, who applies to the Court for relief, basing his right thereto upon the charge that this instrument has been fraudulently altered since he signed and delivered it. The evidence tending to show any such alteration is the bare statement of Mr. Angle himself, without corroboration from any living witness. It would be a dangerous precedent if solemn instruments like this bond and mortgage, shall be set aside and cancelled upon the mere unsupported statement of the individual who desires to be relieved from his debt. It has been the long-settled policy of our law, incorporated in the jurisprudence of every State in the Union, to reject *all* oral testimony in cases barren of any corroborating facts and affecting important rights of property. Contracts for the sale and delivery of property, where no part of the property is delivered and no part of the price is paid; contracts for an interest in real estate; contracts to answer for the debt or default of another cannot be established by parol evidence for the reason that to permit it, is to offer too great a temptation for perjury, and to lay too great a strain on the memory of man.

Here is a real estate security of large value, executed after the most solemn forms of the law, upon the faith of which a large sum of money has been advanced, and the validity of this security is made to depend upon the uncertain memory of a man who has $10,000 at stake, *in trying to recollect facts of which it is evident he has no definite recollection.*

We now call the attention of the Court specifically to the fact that Mr. Angle in his attempt to remember that the words "drafts to the order of" were not erased from this order at the time he signed it, has unfortunately forgotten every other material collateral fact connected with its execution.—First he cannot give the date, the day of the week, or the day of the month, when he put his signature to the paper; and he cannot tell whether the paper was at that time surrounded by the remarkable margin, the device of Copeland. Again, he cannot tell whether it was separated from the book in which it was bound originally; in the next place he cannot tell whether it had a stub on it or not; he cannot tell how many days it was, nor approximate the number of days it was prior to the time that the bond and mortgage was received that he put his signature to the instrument. In this same connection he swears that the man that presented this paper to him for signature had been introduced to him in the month of Oct., 1870. Upon cross-examination he admits that he knew him prior to March, 1870, and had business relations and transactions with him prior to that date.

If the Court will examine the testimony of Mr. Angle, from which we have already largely quoted, in regard to the first interview between himself and Copeland, and the promise he made to Copeland for compensation for undertaking this busines for him, it will find that there is no other living man that has forgotten so much as H. G. Angle, in regard to his own business. Beecher's memory was faulty, but he was testifying about a transaction that related to another man's business, not his own. Indeed the statement of Mr. Angle, that he signed this order at a time, that he says no understanding existed between him and Copeland, that Copeland should go to Milwaukee on that errand for him, is itself improbable upon the face of it. If Mr. Angle intended or expected that this loan would be paid to him in drafts, it is absurd to believe that he would have sent Mr. Copeland to Milwaukee, to receive such drafts, and bring them back to Cedar Rapids. The Court will note that the date of this order is May, 12th, 1871, and the cancellation of the stamp is May, 10th, 1871, (see record page 351,) and Mr. Angle testifies that his obligation at

Chicago, that was to be met by the proceeds of this loan did not fall due until the 23rd of May, 1871. (Ses page 91 of record, folio 337.)

Now the question arises: Why Mr. Copeland should receive an order on the 12th of May, or the 10th of May, to proceed to Milwaukee, for the purpose simply of receiving drafts that were to be used in Chicago, on the 23rd of the month. The mail from Milwaukee to Cedar Rapids, could never exceed 36 hours in transportation, and telegraphic communication between the points could be had at all hours of the day and night. We ask the Court to make a critical examination of Mr. Angle's language when he is asked to explain what passed between him and Copeland, at the time he signed this order. He says he remembers distinctly "drafts to the order of" *was in print*, and that he remembers saying to Copeland, that "it had drafts or was in drafts." Take the language most strongly against him, and he merely remarked to Copeland, that the order had the word "draft" on it. He says further: "I remember saying to Copeland that I never carried large sums of money with me. That I had always considered it economical to pay a premium on drafts for the purpose of transmitting money," (record page 82.)

In answer to 48th interrogatory on the same page he says: "I do not remember at that time of *having particular conversation of how the money should be delivered to me.*"

On page 81 (folio 298,) in answer to interrogatory 43, Mr. Angle says, in relation to this same conversation with Copeland at the time he signed the order, "I think he (Copeland) said that the company *required an order for the delivery of the money.*" Now we have Mr. Angle's admission that at the time he signed this order, Copeland spoke of it *as an order for the delivery of money;* and we have his statement under oath that he does not remember of having at that time, any particular conversation of *how the money should be delivered to him.*

We now call the attention of the Court, and ask for a critical examination and comparison of the statement that Mr. Copeland made at Milwaukee, to Mr. Van Dyke, president of the company, and the letter that Mr. Angle addressed to Copeland and left with his wife for Copeland when he went away from home on the 17th of May. In this letter he says he had intended to be absent until the first of June, (see Ex. "X," 189 record.) His note matured at Chicago, on the 23d of May. Mr. Copeland's statement at Milwaukee to the president of the company, was "that Angle had sent him; that

Angle had obligations to meet at Chicago, and could not wait for the transmission of the drafts from the office, and had sent him to get the money, and the drafts were consequently obtained on Chicago by Copeland, two of $5000 each, to be used there in the payment of Angle's note. Now if Angle had not expected to return home to Cedar Rapids until the 1st of June, pray *when, where and how* was he to receive the proceeds of the loan that Copeland went to Milwaukee after, in time to pay his note on the 23d of May? When was he to see Copeland? Where to meet him? Where was Copeland to have sent the drafts? What was the original arrangement at the time Copeland took the papers and departed?

This note written May 17, at 9 o'clock at night, says: "I hear nothing of the drafts." When, where, and how was he to hear? Not at Cedar Rapids, for he says he had intended to be absent until the first of June. Was Copeland to meet him somewhere else? Angle had, as usual, been absent from home, as he says, not expecting to return until June 1. See p. 94 of record, cross-examination of Angle, he says: "I don't remember that Copeland said when he would return, I hardly think he said anything about writing to me from Milwaukee." This letter written for Copeland was after Copeland had failed to report to Angle somewhere, because he had then formed the plan of going to Iowa City to find him, yet Angle refuses to disclose to us what had alarmed him and caused him to write these notes to his gardener and to Copeland and then to start for Iowa City in search of Copeland. Did not all of this travelling to Iowa City to see Copeland's wife, and all of this anxiety originate in the fact that Angle had authorized Copeland to pay off this note at the Third National Bank at hCicago, as Copeland stated to Van Dyke, and that he had failed to report. Angle nowhere denies this, really, in his testimony. The conversation that he says he had with Copeland in regard to not carrying money on his person but paying exchange, if necessary, for drafts, related doubtless, to Copeland carrying the money from Milwaukee to Chicago and in this particular Copeland obeyed instructions.

Now let us look at this order in the condition it was when Mr. Angle says he signed it. The order he says was in blank. Mr. Angle, as a business man, knew that this blank before the words drafts to order of, was liable to be filled with the words "current funds," and that the delivery of that order to Mr. Copeland was authority for him to write these words in the blank and conform the draft to that purpose. He swears then that this order that he signed was "in *blank* drafts to the

order of blank." If the blank had not been between the words "in" and "drafts," yet there was a blank after the word "drafts," where Mr. Copeland might, without question, have written his own name or the name of any one else, and if the blank had not been filled up in that respect it was an order for drafts payable to the order of blank. The want of candor on the part of Angle about having an understanding with Copeland that he was to go to Milwaukee for him shows that there was some conscious grief about this mission. He says in answer to cross-interrogatory 45, (Rec. p. 90, folio 332,) "I cannot remember where I first talked with Copeland about going to Milwaukee. Mr. Copeland, I remember, once said to me he had business there, that he could make his other business come in time so as to attend to this. At another time he said if it was necessary he would go in person and hurry them up. I cannot remember when, where, or who was present."

Int. 47. "How long before the bond and mortgage was executed by you, was it understood between you that he should go to Milwaukee, and obtain for you the proceeds of the loan."

Ans. "My present recollection is that I did not have any understanding with him about his going to Milwaukee. My recollection is that my wife told me, as a reason for his coming to my wife, for her signature to the mortgage before I signed it, that Copeland represented that *he would meet me in Chicago.* I *infer* I had no understanding with him about his going to Milwaukee."

You will find that this last answer is made after his counsel have interposed the objection to the above interrogatory, that there was no evidence of any understanding with Copeland, that Copeland was to go to Milwaukee, and upon this suggestion, Mr. Angle swears to it that there never was any understanding between him and Copeland, about Copeland going to Milwaukee at all, and that all he knew on that subject was from a statement made to him, Angel, by his wife. We think the Court should hesitate long before it cancels a ten thousand dollar mortgage upon the unsupported statement of a man whose testimony is of so remarkable a character as this. But we have very strong evidence, that at the time Mr. Angle's name was written to this order the words "drafts to the order of" had been erased thereon. And we earnestly desire the Judges to examine the original order, and to judge for themselve upon this point. Between the words, "In" and "drafts," in the blank left for that purpose, the words "current funds" are written in the same hand writing with the

same pen and ink, and at the same time that the body of the order is filled up. One of these lines drawn across the words "drafts to the order of" is extended to the right, and beyond the other two, across the blank space between the words "order of" and the end of the paper. The name H. G. Angle is written below. The upper part of the "H" crosses this extended line which is a part of the erasure of the words "drafts to the order of." We have had this document examined by experts accustomed to examined writings, and have also ourselves examined it under a powerful miscroscope, and had Judge Love of the Circuit Court make the same examination, and we think we have established the fact, that the words "H. G. Angle" were written after the line was drawn across these words, and that this portion of the "H" is over the line by which these words were erased. Mr. Angle's testimony is that no pen marks whatever were upon the blank at the time he signed it. Now if this extended line is under the top of that "H" we have a fact that is worth ten times, nay, a hundred times more than Angle's uncertain recollection as to the condition of that order when he signed it.

The first witness to whom this order was submitted for inspection was Henry H. Nash, age 52 years, residence Chicago, cashier National Bank of Illinois for ten months, and for the nine years prior thereto, was cashier of the United States Depository in Chicago His testimony is as follows: (see record, p. 256.)

Int. 6. "State your opinion as an expert, as to whether or not the words "current funds" were written in the blank in the said order at the same or a different time, and with the same or a different ink than the other written words following the other blanks in said order."

Ans. In my opinion they were written at the same time and with the same ink, I can't say as to the pen."

Int. 7. "State when with reference to the other writing in said instrument the three marks across the words "drafts to the order of" were made; as to whether with the same or a different pen and ink in your opinion?"

Ans. "There is one mark which looks as if it was made with the same ink as the body of the order; that mark is the uppermost mark of the three, and in my opinion the two lower marks were written with the same ink that the name H. G. Angle is written with; I can't say as to the pen."

Int. 8. "Examine the extension of the first of the three lines across the words "drafts to the order of," and state whether or not that was made with the same pen and ink as

the other two lines or the heavier part of the said first line in your opinion?"

Ans. "It was in the same ink and with the same pen as the heavier part of the first line."

In answer to interrogatory ten he says: "I don't know that I could form an intelligent opinion, whether the letter "H" was written before or after the said first line was made across the words 'drafts to the order of.' "

The next witness is Hoel H. Camp, age 51 years; resides at Milwaukee; banker for 20 years, he says: "the words 'current funds' were not written with same pen and ink," in his opinion, but might have been. The two lower lines drawn across the words "drafts to the order of" were made with same ink, the upper one with different ink. The upper one was made with same ink as the words, current funds; the two lower lines made with same ink as the signature; the two lower lines were made at the same time as the signature, but it is a matter of judgment. The extension of the upper line is the same ink as the line, it appears lighter but is same. He says the letter H was written after the first line drawn over words "drafts to the order of." See record p. 260 and 261.

T. S. Baker, the next witness, resides at Milwaukee, age 49 years; a banker for twenty years, and now cashier of the Milwaukee National Bank of Wisconsin, (p. 263-4 of the record,) and testifies as follows, in answer to interrogatory 7: It looks to me that the upper line across the words "drafts to the order of" was made with different ink from the two lower lines. The two lower lines were certainly in the same ink as the writing in the body of the instrument and the signature. I think the same pen was used in writing and signing the instrument and making all the lines. The signature may have been at a different time from the filling up but I think not. The upper of the three lines across the words "drafts to the order of," I should say was made with the same pen and ink, the upper line being made after clearing the pen, or wetting it, which would account for its being lighter in color, and from the extension it would appear that the ink was about exhausted with making the extension.

Int. 9. Examine letter "H" and in the name H. G. Angle, and state if in your opinion, said letter was written before or after said first line was written, or before or after the words "drafts to the order of."

Ans. I should think afterwards.

Int. 10. It is barely possible that the draft was made out at one time and the signature at another, but I am of opinion that it was *all written and signed at the same time.*

William G. Fitch, age 39 years; resides at Milwaukee, Wis.; has been a banker for 20 years, and is cashier of the National Exchange Bank and has been for 13 years.

He says, in answer to interrogatory 6, I think that the words "current funds" were written at the same time and with the same pen and ink as the other written words filling the other blanks in the body of the order. I think the top line across the words "drafts to the order of" was made with the same pen and ink that filled up the instrument, and the two lower lines were made with the same pen and ink that the signature was signed with.

Int. 9. In my opinion letter H. in the name H. G. Angle was written *after the said first line* was made across the words "drafts to the order of." My impression from a critical examination of the instrument, is that the signature of H. G. Angle and the two lower blank lines across the words "drafts to the order of" were made after the order was filled up, and that the same pen made the signature and drew the two black lines.

The original order is exhibit No. 11, printed on page 351 of the record; is not a *fac simile* of the order, and it is impossible for the court to understand the evidence without the original order before it. We print in this argument exhibits "A B," and "C" in order to give the court as good an idea as we can of this paper.

The plaintiff offers some rebutting evidence of experts, but we think they do not help his case.

Hoyt Sherman says on page 44 of the record: Is President of Equitable Life Insuranc Company, Des Moines, Iowa; has been a private banker. In his judgment the filling of the draft is all in the same hand writing with the same pen and ink; also the two lower parallel lines over the words "drafts to the order of" The signature a different ink. The words "current funds" filled in at the same time.

On cross-examination he gives it as his opinion, that the two lower lines drawn over the words "drafts to the order of" and the signature to the order, and the signatures to the bond and to the mortgage *are all written with the same ink and with the same pen.*

Mr. Ulm is the remaining witness, testifies pages 46 and 47: He says the written words of the order were written with the same pen and ink, except the words current funds. That the lines drawn across the words "drafts to the order of" may have been all made at the same time with the same ink, but he can't tell. In answer to 10 interrogatory he says that the

signature to the bond, and the signature to the mortgage, and the signature to the *order were written with the same ink.*

This is all the evidence we have from experts. And so far as we can rely on their judgment, we have the opinion of all who give any opinion on the subject, that the H in Angle's signature was written after the erasure line—and *both of the experts* produced by him believe his signature to the *order* for the money, was written with the same ink, and one of them says also with the same pen with which he signed the bond and mortgage. If the Court will examine the original papers they will see this to be the fact, and that the story that this order was signed some days before at Copeland's house "needs confirmation." If the Court however should find by any possibility that the words "drafts to the order of" were erased by Copeland after Mr. Angle executed, and delivered the draft or order for the money, and if you shall also find that Copeland had no express authority from Mr. Angle to draw money on this instrument, we think that the loss of this money must nevertheless fall upon Mr. Angle, for the reason that he entrusted Copeland with the instrument to be filled up and that it was filled up according to one of the evident intentions for which the blank was devised. The Court will not loose sight of the fact so apparent upon the face of this blank, that it was intended as an order to be used either for the payment of money *or* the delivery of drafts at the pleasure of the party filling or using the blank. If this blank was filled with a pen mark, then the words "drafts to the order of" would be needed, but if "currency" was written in the blank, then these words were to be erased.

We now proceed to discuss the

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in this case, and first we will comment upon the authorities cited and relied upon by the appellant.

The leading case and indeed the only case having any considerable bearing upon this question, cited by appellant, is the case of *Mahaiwe Bank against Douglas*, 31st Connecticut, 170. In that case Duglas endorsed a blank form of bill of exchange and delivered it to Manson, who erased *all of the printed words upon the form* and wrote instead thereof a promissory note payable ninety (90) days after date. The Court holds the endorser not liable upon two satisfactory grounds.

First, "That the blank was a bill of exchange begun and so far developed that its character could not be *radically* changed or altered without destroying it. Now such a reason as this is not applicable to the case now before the Court.—

The order that Mr. Angle signed did not loose its character, and did not cease to be anything else than the order because of the alteration that it is claimed was made in it. The change so far from being inconsistent with the purpose of the blank, is wholly consistent with its purpose and is one of the very alternative purposes for which the blank was originally designed. In other words, the blank was intended to be used *either* as an order for the payment in drafts or in something else, and the blank left in it was there for the express and evident purpose of indicating that something else might be called for and the words "drafts to the order of" were placed *after the blank* with the intent that they should be erased in case the blank preceding these words should be filled by the person who used this form. The Court says in the case above cited, that the fair presumption was that the defendant intended to endorse a bill of exchange on Sewell, Ferris & Co., and for his own security against substitution of any other drawees or any other kind of instrument *carefully devised* the form and distinctive features of the bill in these particulars. In the next place the Court says that the erasures and alterations were such as to excite suspicion and demand enquiry, and they assert the principle that the effect of apparent erasures and alterations in exciting distrust and putting upon inquiry depends more upon the significancy and importance of the words erased, than upon the way in which they were first impressed upon the paper. Now if the Court will apply these rules to the case now before it they will find that this is an authority against the appellant rather than for him. First, because the character of the intrument is neither changed nor altered, and the blank is filled up and altered according to the intent or one of the purposes for which it was evidently devised. There is nothing more usual in printing blanks than to devise a blank that can be changed and used in the alternative, by filling the spaces and striking out one or more words. This blank is evidently of that character, indeed Copeland invented it for the very purpose of changing it, and it was gross negligence in Mr. Angle in not filling up the blank where the words "curent funds" is written, and thus preventing Copeland from committing a fraud upon the company.

It was Angle that was the tool and victim of misplaced confidence. He is the man that wrote his name to this blank that was invented by Copeland for the very purpose of being changed, and that when changed should appear to be filled up according to one of the purposes for which it was evidently printed.

The next case cited by appellant is the case of *Woods vs. Steele*, *6* How. 80. This was a case of the alteration of the date of a promissory note. The Court says that the rule, that where one of two innocent persons must suffer, he who has put it into the power of another to do the wrong must bear the loss, has no application to a case of that nature.

This we concede, for here was a clear forgery, and there was no question of negligence in the case. There was no delivering of the instrument to be filled up, and perfected by the person to whom it was delivered. There was no trust or confidence, and *no carelessness* upon the part of the maker of the instrument.

The Court says " he defendant could no more have prevented the alteration than he could have prevented a complete fabrication." That reasoning does not apply to the case now before the court because Mr. Angle *could have prevented the alteration that was made in this order.* He could have drawn his pen through the blank that he left in the instrument, and in which Copeland wrote the words "current funds." If he had completed this instrument himself and delivered it in a completed form to Copeland, any alteration or change in the instrument by Copeland could have been detected as an alteration. But he delivered to Copeland on the contrary, a blank, one of the very purposes of which, as indicated *by its appearance*, was its alteration and filling up in the manner in the which it was filled up and altered.

We now call the attention of the Court to the well established principles of law that where one of two innocent persons must suffer, the party that has been guilty of negligence and has placed it in the power of the third person to commit a fraud, must bear the loss. In the application of this principle we are well aware that each case must be decided to a very large extent upon its own peculiar facts.

We ask the Court to consider all the facts of this case ; the fact that from the beginning of this transaction Mr. Angle paid no attention whatever to his own business—that he was negotiating an important loan involving a very large amount of money—that he was conducting a correspondence with the executive committee of the insurance company residing in another State, and that he committed the entire business to Copeland, trusted and confided in him ; that he was away from home most of the time ; that he signed every paper that Copeland presented to him for his signature without inquiry and without investigation, and that he made Copeland his messenger to Milwaukee, and executed this order upon the

distinct statement of Copeland that the *money was to be paid upon it.*

The Court will bear in mind that this is not a suit by the insurance company against Mr. Angle upon a bond or obligation which has been altered, but it is a suit by Mr. Angle to cancel a bond and mortgage which were delivered by his agent to the insurance company, perfect and complete in all their parts, and with reference to which no alteration is pretended. All that is claimed is that the *order* he gave to Mr. Copeland had certain words erased therefrom. This order for the money was not the only insignia or evidence to the company of Mr. Copeland's authority, with which Angle, by his carelessness had clothed him. He had the bond and mortgage there for delivery to the company, upon the delivery of which the company owed Angle the ten thousand dollars. The principle laid down by Kerr, in his work on "fraud and mistake," is this, "that in cases where there is nothing to put either of the parties upon inquiry, the Court in determin ng the question upon which of two innocent parties the loss must fall, has regard to the relation, if any, between the parties and to their respective rights and omissions." "Any negligence or indiscretion on the part of one, may give the other a better equity. When, for instance, a man having dealings with another, duly and formally executed a deed in respect to the dealings, and delivered the deed to the agent of the other party without receiving the purchase money, and the agent received the money from his principal, and missappropriated them, it was held that the loss must fall on the *former*, inasmuch as he had by his negligence in delivering the deed to the agent, put it into his power to commit a fraud. It is further said, "A man who has permitted himself to be made a tool of by another in whose hands he has left the deed, cannot set up, as against a third party, who has acted fairly and honestly in the transaction, that he has been deceived." See page 138.

One of the strongest cases, and directly in point, that we have been able to find on this subject, is the case of *Young vs. Grote*, 4 Bingham's Rep., p. 253. In that case Young having occasion to go from home, left a blank check with his wife who filled up the same for £50 2s, and delivered it to a third party. The wife carelessly left a *space* before the words "fifty," and before the figures "50" in the margin of the check, and the party receiving it fraudulently altered the check by writing the words "three hundred" before the "fifty," and also inserting a "3" before the figures in the margin. This

check was presented to the bank and paid. Here was a clear case of forgery, but it was also a case of carelessness in the party who left the check to be filled up, by a person who filled it up so carelessly and negligently as to enable the person to whom it was delivered to commit a fraud upon the bank.

Foster, C. J., in delivering the opinion of the Court, says: "Undoubtedly a banker who pays a forged check is in general bound to pay the amount again to his customer, because in the first instance he pays without authority. But, though that rule be perfectly well established, yet, if it be the fault of the customer that the bank pays more than it ought, it cannot be called on to pay again." And Parke, J., and Burrough, J., and Gaselee, J., all concur in the opinion. Burrough, J., in delivering his opinion, says: "At least a line might have been drawn to fill up the interval before the word fifty." And so, applying that authority to this case, we say, Mr. Angle might have drawn a line in the blank space that preceded the words "drafts to the order of." If he had done so all would have been well and it was his gross negligence and inattention to this business, that is the cause of all this trouble.

So the case of *Putnam and others vs. Sullivan* 4, Mass. 46. There the party committing the fraud obtained from an inexperienced clerk by four blank endorsements on separate pieces of paper. He feigned to burn the first in the clerk's presence, and thereby procured another blank, and by a similar device and contrivance he obtained a third and a fourth blank indorsement, the last of which he used for the purpose, for which the house had directed a blank endorsement to be given him. The prior blank endorsements were used by the party procuring them, and suit was brought upon one of them against the defendants. Parsons, C. J. in delivering the opinion of the Court says: "It is objected that this note ought to be considered as a forgery of the names of the endorsers because a note was afterwards written on the face of the paper by the promisor, not only without the direction or consent of the defendants, but against their express instruction, and therefore that it was a false and fraudulent alteration of the writing, to the prejudice of the endorsers." The Court say: "Perhaps there may be cases in which this distinction ought to prevail, as if a blind man had a note falsely and fraudulently read to him and he endorsed it supposing it to be the note read to him, but we are satisfied that an indorser cannot avail himself of this distinction except in cases where he is not chargeable with any laches or neglect, or misplaced confidence in others. Here one of two innocent

parties must suffer. The endorsers confided in the signature of the defendants, and they would have no reason to suppose that it had been improperly obtained. On the other hand the loss has been occasioned by the misplaced confidence of the endorser in a clerk too young or too inexperienced to guard against the arts of the promisor," and the Court holds the defendants liable.

To the same effect is *Thurston vs. McCowen*, 6 Mass., 427.

We also call the attention of the Court to the appearance of the original order as it is filled up. Every blank space not entirely filled with writing has a dash of the pen through it, giving the draft the appearance of having been filled up with great care by an experienced business man, with a view to prevent the possibility of changes or additions. To presume that an order so carefully filled had this entire blank between the words "in" and "drafts to the order of" left entirely blank and that it had been fraudulently filled, would be requiring the company to have presumed against all probabilities.

We deem it unnecessary to extend the argument further and conclude by calling the attention of the Court to the very able opinion of the Circuit Court in this case; (Rec. p. 412.) The Court says that there is no evidence whatever, except Mr. Angle's own testimony, that the order as presented to the respondent by Copeland is not in the precise condition in which it appeared when Mr. Angle signed it, and that he is constrained in a case like this in the absence of corroborating evidence to find the Scotch verdict, "not proven;" and further says: "I do not wish to be understood, by any means, as impeaching or questioning the character of Mr. Angle for veracity. It is sufficient to say, that man's nature is full of self-delusion, and that men very easily persuade themselves to believe what their interest prompts them to believe. When, therefore, a past transaction is to be revived in their memories the strong bids of interest, readily seduces them into the belief, that circumstances, necessary to the protection of their interests, exist in connection with the transaction, though perhaps those circumstances had no existence whatever. What I mean to affirm is that the uncorroborated testimony of Mr. Angle is not, under the circumstances of this case, sufficient to warrant a finding in his favor upon the matter of fact in the case."

The Court decides that Mr. Angle has been guilty of negligence, and that the company, upon an inspection of this order, could not have concluded that it had been altered. That "in order to have arrived at such a conclusion they

must have assumed that Angle had been guilty of gross negligence, and to justify themselves in refusing payment they must further have presumed that Copeland had committed an act of forgery." And we may add here that the company could not presume that Angle would have left a blank between the words "in" and "drafts to the order of," and given Copeland an opportunity to write the words "current funds" there. If the company had so presumed, they would have necessarily acted on the assumption that Mr. Angle was a very careless man. The testimony shows that the company exercised reasonable diligence; that they compared the signature to this order with the signature on the bond and mortgage. Not only did this comparison show them that the signature was genuine, but Mr. Sherman and Mr. Ulm, both experienced bankers, whose depositions were taken by Mr. Angle himself, both say as experts, that these three original signatures were all made apparently *with the same pen, and with the same ink, and at the same time*. And if the Court will examine the original documents it can but come to the same conclusion, and that the story that Mr. Angle tells as to the circumstances under which he signed that order, is the work of a tortured mind seeking to save himself from a loss that is the consequence of his own negligence and his own folly. We feel almost like offering an apology for this long argument, but the magnitude of the interests involved, and the great mass of irrelevant evidence in which the material facts of the case are hid away, seemed to justify, if they did not require it.

The cause is respectfully submitted.

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